PRE-PROPOSAL CONFERENCE

RFP 2000002555

A pre-proposal conference will be held on June 27, 2018 at 10:00 a.m., at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Rooms 4/5, Fairfax, Virginia, 22035. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the Contract Specialist, Ron Hull, at dpmmteam3@fairfaxcounty.gov prior to the date and time of the pre-proposal conference.



DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427 FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpmm

VIRGINIA

TELEPHONE: 703-324-3201 FAX: 703-324-3228 TTY: 1-800-828-1140

ISSUE DATE: June 5, 2018	REQUEST FOR PROPOSAL: RFP2000002555	TITLE: Health Care Services Information System
DEPARTMENT: Health and Human Services	DUE DATE/: August 14, 2018 at 2:00 p.m. EST	CONTRACT SPECIALIST: Ron Hull, 703-324-3282 or Ronald.Hull@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:		Telephone/Fax No.:	
		E-Mail Address:	
	Federal Employe	r Identification No or	
	Federal Soci	ial Security No.(Sole Proprietor)	
	Promp	t Payment Discount:	% for payment withindays/n days
		Prof. & Occupational sing (BPOL) Tax No.	
By signing this proposal, Offeror conditions set forth in the General Certification Regarding Ethics in Fertifications set forth in attachment BUSINESS CLASSIFICATION – Des	Conditions and Instru Public Contracting set nts to this solicitation	uctions to Bidders t forth in Attachme	as described in Appendix A, the ent A, and by any other relevant
☐ MINORITY-OWNED SMALL (X)			VOMEN-OWNED SMALL (C)
□ WOMEN-OWNED LARGE (A)	□ NON PROFIT (9)		
CHECK ONE: ☐ INDIVIDUAL	□ PARTNERSHIP	☐ CORPORATION Corp	
Vendor Legally Authorized Signature	_	Date	
Print Name		Print Title	

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the <u>Fairfax County Purchasing Agent</u> at <u>12000 Government Center Parkway</u>, <u>Suite 427</u>, Fairfax, Virginia 22035, until the <u>date</u>/time specified above.

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APPENDICES

General Conditions and Instructions to Bidders
Business Classification
Key Health Care Services Information System (HCSIS) Acronyms
HCSIS Contractor Tasks to be Performed
Fairfax County Proposed Phased Approach to HCSIS Build and Deployment
Profile of Current Systems
HCSIS Use Cases

The following documents can be accessed and downloaded on the DPMM solicitation page at: https://www.fairfaxcounty.gov/solicitations

ATTACHMENTS

ATTACHMENT A	Certification Regarding Ethics in Public Contracting Certification Regarding Debarment or Suspension Business, Professional and Occupational License HCSIS Functional Requirements Matrix HCSIS Technical Requirements Matrix HCSIS Interface Matrix HCSIS Mandated Forms Matrix Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements
ATTACHMENT I	Affirmation of Legally Required Contract Terms
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ATTACHMENT S	SCC Registration Information
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ATTACHMENT U	Cost Proposal Instructions
ATTACHMENT U-1	Cost Proposal, Hosted Solution, County implementation schedule
ATTACHMENT U-2	Cost Proposal, On-Premise Solution, County implementation
	schedule
ATTACHMENT U-3	Cost Proposal, Hosted Solution, Offeror-proposed implementation schedule
ATTACHMENT U-4	Cost Proposal, On-Premise Solution, Offeror-proposed implementation schedule

EXHIBITS

EXHIBIT A	Sample FERPA Agreement
EXHIBIT B	Sample HIPAA Business Associate Agreement

1. **DEFINITIONS**

- 1.1. Major acronyms are defined in Appendix C: Key Health Care Services Information System (HCSIS) Acronyms.
- 1.2. For purposes of this Request for Proposal (RFP), an organization or individual submitting a proposal is referred to as an Offeror. The successful Offeror(s) awarded a contract under this RFP is referred to as the Contractor(s).
- 1.3. An attempt has been made throughout this RFP to standardize the language used to indicate the importance of various types of expectations. The words "must", "shall", "will" and the phrase "it is required" are used in connection with requirements. The words "should", "may" and "it is desirable" are used in connection with expectations that Fairfax County has of the Offeror and the Contractor which do not constitute requirements but are nonetheless of importance to Fairfax County.
- 1.4. For purposes of this RFP, an Appendix is a document the County is providing that includes specific information related to the RFP that Offerors will need to clearly understand. An Attachment is a document required to be completed by the Offeror and returned as part of the RFP response. An Exhibit is a document provided as reference or for informational purposes.

2. RFP SCOPE

- 2.1. The purpose of this RFP is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of a Health Care Services Information System (HCSIS) in accordance with the terms and conditions of this RFP. HCSIS will be used by multiple agencies within Fairfax County, mainly the Fairfax County Health Department (HD) and the Fairfax-Falls Church Community Services Board (CSB). For these agencies, HCSIS will serve as the primary "system of record". Any contract resulting from this RFP could be used by any and all County agencies and Fairfax County Public Schools.
- 2.2. Refer to Sections 9, 10 and 11 and the accompanying Attachments (D, E, F,G) for a summary of HCSIS functional, technical, interface and mandated forms requirements.
- 2.3. Refer to Section 12 for more information on expectations regarding the HCSIS solution and its Contractor's interactions with the Fairfax County Department of Information Technology (DIT).
- 2.4. Refer to Section 13 and the accompanying Appendix D: HCSIS Contractor Tasks to be Performed, for a full detailing of the HCSIS contract's scope of planning, implementation, maintenance and support, and if applicable, operations and hosting services.
- 2.5. The County anticipates that the solution will be built and deployed in a phased approach. The County's proposed approach at the time of RFP issuance is outlined in Appendix E: Fairfax County Proposed Phased Approach to HCSIS Build and Deployment. The County is open to an Offeror proposing an alternative approach with a detailed explanation on why the alternative is suggested; please refer to Section 15.2.11 for specific instructions on how an Offeror can propose an alternative approach.

3. OFFEROR QUALIFICATIONS

- 3.1. The County will only accept proposals from Offerors that meet the following minimum qualification:
 - 3.1.1. In its proposed solution, an Offeror may include products and services from one or multiple suppliers. Under any solution scenario, the Offeror must commit to serving as the single point of contact ("Prime") with ultimate accountability for the performance of all products from all suppliers and all non-County resources that are employed to design, implement, maintain and support the various elements of the solution. (Refer to Section 34 Subcontracting) The County will not entertain offers that are not explicit about a Prime performing as the lead for all planning tasks, implementation tasks, maintenance and support tasks, and if applicable operations and hosting tasks.
- 3.2. The County prefers proposals from Offerors that meet the following qualifications:
 - 3.2.1. Offeror has not been terminated for cause from any information system implementation in the past five (5) years.
 - 3.2.2. Within the last five (5) years, Offeror successfully led the implementation of the full solution as proposed, or some or all of the products and services comprising the solution, for at least one organization of comparable size, operational complexity, scope of services and regulatory environment as Fairfax County.
 - Offeror has not filed for bankruptcy protection under Chapter 7 or 11 in the past seven (7) years.
 - 3.2.4. Offeror has a physical presence (e.g., headquarters, significant base of operations) in the United States of America or Canada.

4. PRE-PROPOSAL CONFERENCE

- 4.1. An optional, pre-proposal conference will be held on June 27, 2018 at 10:00 a.m. in Conference Rooms 4/5 of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia 22035.
- 4.2. To request reasonable accommodations per the Americans with Disabilities Act (ADA), call the Fairfax County Department of Procurement and Material Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140; please allow seven working days in advance of the event for the County to make the necessary arrangements.
- 4.3. The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to Ronald.Hull@fairfaxcounty.gov.

5. CONTRACT PERIOD AND RENEWAL

5.1. This contract will be for a term of five (5) years from the date of award. This contract may be renewed for five (5) one (1) year periods if mutually agreed upon.

5.2. The obligation of the County to pay compensation due the Contractor under the contract, or any other payment obligations under any contract awarded pursuant to this Request for Proposal, is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligation to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate, effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

6. BACKGROUND

- 6.1. Fairfax County, Virginia is located in the northeast corner of Virginia and has an area of approximately 400 square miles and a population in excess of 1.3 million. Fairfax County is part of the Washington-Baltimore Consolidated Metropolitan Statistical Area (CMSA). More general information on Fairfax County can be found at:

 https://www.fairfaxcounty.gov/demographics/fairfax-county-general-overview
- 6.2. For comprehensive information on Fairfax County Government agencies and the associated Lines of Business, see https://www.fairfaxcounty.gov/budget/lines-business-lobs-2016
- 6.3. For information on the Fiscal Year 2018 Adopted Budget and Agency Budget Narratives, see https://www.fairfaxcounty.gov/budget/current-year-adopted-budget-plan
- 6.4. Fairfax County Health and Human Services (HHS) is comprised of eight agencies. In addition to the HD and CSB, Fairfax County HHS includes the Department of Family Services (DFS); Department of Housing and Community Development (HCD); Department of Neighborhood and Community Services (NCS); the Juvenile and Domestic Relations District Court (JDRDC); the Office to Prevent and End Homelessness (OPEH); and the Department of Administration for Human Services (DAHS). More information can be found at: https://www.fairfaxcounty.gov/health-humanservices/
- 6.5. The County envisions HHS operating as a continuously innovative, client-focused system, defined by seamless coordination of services and positive impacts on clients' quality of life. Consistent with this vision is a goal to more effectively coordinate health care delivery across various county agencies. A fully integrated, person-centered HHS system strives to address a client's full range of immediate and underlying physical, behavioral, and social needs with a well-orchestrated, timely and comprehensive array of services and supports from different County and community resources. Such a system requires information technology (IT) solutions that enable optimized work flows, improved access to data, powerful analytics and the ability for providers and clients to interact efficiently and effectively.

7. FUTURE STATE SOLUTION

- 7.1. The County seeks a scalable, extensible information technology solution for health care services and related information management that supports service delivery within the HD and the CSB, as well as coordination of service delivery across these agencies and other County organizational units. The County expects that the solution's architecture will support the addition over time of other County agencies, Fairfax County Public Schools and related programs, as deemed appropriate by the County.
- 7.2. HCSIS will replace the functionality of the information systems listed in Appendix F: Profile of Current Systems and will provide additional functionality.

- 7.3. Furthermore, the County expects that HCSIS will supply functionality that supports its vision of an integrated health and human services delivery system. The County has articulated this vision in the form of use cases; refer to Appendix G: HCSIS Use Cases.
- 7.4. The HCSIS solution is expected to:
 - 7.4.1. Facilitate collection, organization and analysis of information in a safe and secure manner;
 - 7.4.2. Optimize HD and CSB workflows;
 - 7.4.3. Increase access to integrated information so that staff can work with clients to identify appropriate services and connect them with those resources;
 - 7.4.4. Leverage population approaches/stratification to identify, conduct outreach and serve populations/members who will benefit most from some form of care management intervention(s);
 - 7.4.5. Enable case managers, providers, and other involved partners to coordinate care and collaborate with each other, and with the client for improved health, safety and selfsufficiency;
 - 7.4.6. Enhance oversight of direct services as well as specific programs;
 - 7.4.7. Enhance the ability to evaluate the quality of care and cost-effectiveness of health care services rendered across programs and the County; and
 - 7.4.8. Facilitate and strengthen the County's decision making ability regarding health care programs and related services.
- 7.5. Within the HCSIS solution, the County expects that agency program staff, external providers and clients will be able to capture as well as efficiently and securely share information that will be part of a comprehensive client health care record; enable timely management and coordination of services; and monitor and analyze the impact of services on both individual clients and the population being served by the County's health care programs.
- 7.6. The HCSIS solution must be exceptionally configurable i.e., it must simultaneously support the broad array of work flows, policies and rules, data collection and use needs, and reporting needs of the agencies which will utilize the solution's functionality without compromising system performance and availability. The solution and all of its component products must also work off a unified data model inclusive of data definitions, data relationships, and health care business terminology applied consistently across the entire solution.
- 7.7. The HCSIS solution must also be exceptionally scalable and extensible so it can accommodate future changes in organizational configuration, programs offered, reporting requirements, etc.
- 7.8. The County expects that HCSIS will be an IT solution comprised of a single IT product or service, or multiple, interfaced IT products and services that will supply the required functionality.
- 7.9. The County will consider a solution that is ultimately deployed on-premise or a solution that is operated and hosted by the Offeror or its agent; in the latter scenario the County will hold the Offeror accountable for the performance of the hosting agent.

8. CONSULTANT SUPPORT

8.1. Fairfax County has retained the services of Health Management Associates (HMA). The role of HMA is to provide consulting services to support the Offeror evaluation process. The decision to select products and services is solely that of the County. The County reserves the right to use other consultants to assist in the evaluation of proposals for this project.

9. FUNCTIONAL REQUIREMENTS

- 9.1. The County has identified approximately 470 distinct functional requirements associated with the scope of HCSIS; refer to Attachment D: HCSIS Functional Requirements Matrix.
- 9.2. For RFP purposes this functionality is grouped into seven functionality "modules" as outlined below:
 - 9.2.1. Activity Management, Documentation and Coding Functionality that supports documentation, coding and overall management of health care activities and services performed by select agencies primarily the HD and CSB and external providers as part of multiple programs for which those agencies are responsible.
 - 9.2.2. Provider Decision Support The capability to provide context-driven, intelligently filtered, appropriately timed knowledge and evidence to health care practitioners in a manner that is conducive to more accurate diagnoses and optimal care/service/treatment plans.
 - 9.2.3. Care Management Comprehensive functionality for assessment, care planning, care plan administration, service authorization and referral management, and medication reconciliation activities. Furthermore, the County expects that this module will encompass a Comprehensive Care Record a longitudinal record of a client's interactions with the HD, CSB and other relevant providers. The Comprehensive Care Record will be populated with data captured via the Activity Management, Documentation and Coding module and through the possibility of leveraging health information exchange (HIE) services or interfaces other information systems.
 - 9.2.4. Patient Engagement Functionality traditionally associated with a comprehensive personal health record (PHR), targeted educational materials, patient connectivity to providers/care team, self-management tools and aids.
 - 9.2.5. Operations Management Clinic/facility/site client scheduling, workload management, capacity management, pharmacy management, material, supply and equipment management.
 - 9.2.6. Revenue Cycle Management Client accounting, billing/invoicing/claiming/cost settlement, cashiering, third-party liability and coordination of benefits and cost accounting.
 - 9.2.7. Health Analytics Aggregation, mining, modeling, visualization and reporting of health information for both retrospective and prospective purposes including but not limited to population health management.

- 9.3. Embedded in these requirements are common expectations for modern health and human services IT solutions including:
 - 9.3.1. An integrated solution that utilizes best practices for HHS agencies;
 - 9.3.2. The ability to implement automated, user-defined workflow and standard practices workflow that can be easily modified by users;
 - 9.3.3. Flexible and robust user-driven data extraction, manipulation, viewing, reporting and querying;
 - 9.3.4. Intuitive screen design and menu-driven access tailored to users; and
 - 9.3.5. Integrated analytics across the entire solution enabled by a common data model.

10. TECHNICAL REQUIREMENTS

- 10.1. The Offeror's solution must meet all of the approximately 100 technical requirements as outlined in Attachment E: HCSIS Technical Requirements Matrix.
- 10.2. The technical requirements are grouped into the following nine categories:
 - 10.2.1. Solution architecture Requirements related to ensuring that the selected solution conforms to Service Oriented Architecture (SOA) principles, is comprised of distinct functionality components that can be added on or removed through installation addition or license expansion without requiring significant effort to add, remove or test. These functionality components should be designed to interoperate with other components, including components developed by other companies.
 - 10.2.2. Interface and interoperability The solution shall be built to support data integration with other systems, ideally using pre-built connectors or application programming interfaces, support the dynamic exchange of data from multiple solutions in real-time (as needed) and batch modes, and support linkage to an external document management solution for making images, transcriptions and other unstructuredinformation available to solution users (if deemed applicable).
 - 10.2.3. User access modalities Includes mobility enablement (e.g., ability to access the data aggregation solution using mobile devices such as tablets) as well as traditional user access modalities (desktop, laptop).
 - 10.2.4. Solution-specific security model Including identity management, user authentication and role-driven access management.
 - 10.2.5. Solution performance To establish expectations around response time to user commands and user-initiated jobs such as queries and reports.
 - 10.2.6. Solution capacity, scalability and extensibility These requirements ensure that the selected solution can scale, be expanded and be extended to other locations, other providers, individual users, services, programs, and data sources with the lowest possible level of effort and cost.
 - 10.2.7. Data and document management Including storage, retention and linkage of records in the solution to related documents.

- 10.2.8. Solution usability Demonstrate that the solution has undergone extended usability testing, is flexible enough to accommodate various input methods (e.g., keyboard, mouse, voice commands), and allows for users to customize their user experience (e.g., setting up custom "dashboards", adjusting font sizes and screen colors, etc.).
- 10.2.9. Solution auditability including audit support and compliance Audit trails shall be incorporated into the solution to allow information on source data files and documents to be traced through the processing stages to the point where the information is finally recorded.
- 10.3. Embedded in these requirements are common expectations for modern health and human services IT solutions including:
 - 10.3.1. The ability to support legal and regulatory requirements related to information security and privacy including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), 42 Code of Federal Regulations (CFR) Part 2, the Family Educational Rights and Privacy Act (FERPA), and the Violence Against Women Act (VAWA) as well as the ability to support regulation of access to information based on client consent. See Exhibit A Sample FERPA Agreement and Exhibit B Sample HIPAA Business Associate Agreement.
 - 10.3.2. An audit trail of all user actions and transactions.
 - 10.3.3. End user and solution administration self-service capabilities.

11. INTERFACES AND MANDATED FORMS

- 11.1. Beyond functional and technical requirements as outlined in this RFP, there are data interfaces and mandated forms associated with the HCSIS solution.
- 11.2. Data interfaces are outlined in Attachment F: HCSIS Interface Matrix.
- 11.3. Mandated forms i.e., via law or regulation the County, the Commonwealth of Virginia or the Federal government requires the generation and submission of these forms per published specifications are outlined in Attachment G: HCSIS Mandated Forms Matrix.
- 11.4. The County expects that the build and configuration of these interfaces and mandated forms will be a collaborative effort between the HCSIS Contractor and the County.

12. TECHNOLOGY PROFILES AND ADDITIONAL REQUIREMENTS

- 12.1. Fairfax County Information Technology Profile and Requirements:
 - 12.1.1. The Solution proposed for meeting the requirements of this solicitation must be proposed in entirety to include core software, database, bolt-ons, interfaces and reporting tool. The Offeror will be responsible for any integration between its proposed products. The County will direct methodology and design for interfaces required to existing County applications associated with the functional and technical requirements of this project. It is anticipated that the Solution will use a modern webbased application architecture, be operational out-of-the-box on any mobile device OS, produce reports and data analytics as required in the functional specifications, and be capable of interface with the County's GIS, public website and SAP-based enterprise resource planning (ERP) system referred to as the Fairfax County Unified System (FOCUS). Information about Fairfax County IT Projects, Standards, environments and platforms can be found in the Information Technology Plan, https://www.fairfaxcounty.gov/informationtechnology/it-plan
 - 12.1.2. Fairfax County IT Management Overview The Department of Information Technology (DIT) is the County's central IT agency that establishes standards and architecture for information and communication systems for all County agencies. DIT provides leadership, process, governance, resources, and expertise in deploying information technology, and provides technology infrastructure, and designs, develops, implements and maintains enterprise-wide and agencies' specific applications. The Director of DIT is also the County's Chief Technology Officer (CTO) and has authority for strategic leadership for technology investments, and direction in deployment of technology county-wide, and oversees implementation of policy and IT projects. DIT has a Project Management Office that works with all agencies' Project Managers (PM) in reviewing project plans for performance and scope, and approving project expenditures. DIT assigns a technical PM who is responsible for working with project System Integrators (SI) on the technical implementation processes.
 - 12.1.3. The County prefers that IT solutions use industry standards out-of-the-box, including contemporary best practices for solution architecture, configurability, integration, user access and data security; be available 24x7x365; are scalable and meet reasonable performance requirements; and allow for appropriate maintenance windows.
 - 12.1.4. If the solution will be a custom build by an SI, then DIT will specify the standard for the build and the solution underlying infrastructure.
 - 12.1.5. If the solution is a commercial licensed software product, it is expected that the solution delivered is based on its manufacture specifications and not manipulated outside its developed architecture and development standards. The solution design should recommend the hardware and database environment that ensures optimal performance, supportability and reliability.
 - 12.1.6. If the solution is hosted outside the County's IT environment, such as a subscription service, the provider must adhere to County IT Security standards for data security and privacy and user access from the County's local and remote network. DIT will specify remote access specifications.

- 12.2. County Networking Environment:
 - 12.2.1. The County's technology architecture is a tactical asset that defines technology components necessary to support business operations and the infrastructure required for implementation of technologies in response to the changing needs of government business and industry evolution. It is a multi-layered architecture that includes:
 - Application and Data Architectures,
 - Platform Architecture,
 - Network Architecture,
 - Internet Architecture, and
 - Security Architecture.
 - 12.2.2. More information about the County's enterprise architecture is available in the Information Technology Plan, published by the County DIT, at https://www.fairfaxcounty.gov/informationtechnology/it-plan
- 12.3. Information System Requirements:
 - 12.3.1. Information systems delivery and management is governed by the Architecture Review Board (ARB) and other program specific committees that are chartered to manage scope and functionality delivery issues, and advise and/or direct development efforts and promote conformance to a variety of standards, including but not limited, to those in the Information Technology Plan, https://www.fairfaxcounty.gov/informationtechnology/it-plan. The DIT ARB provides technical review and sign-off of Solution designs.
 - 12.3.2. In general, Solutions that are installed on premises at Fairfax County use industry standards and must meet the following requirements, which are described in the Information Technology Plan, https://www.fairfaxcounty.gov/informationtechnology/it-plan:
 - Enterprise Architecture and Standards,
 - Application Platforms and Architecture, and
 - Database and Operating Systems.
 - 12.3.3. Deviations: Deviations from the architecture and standards may become a barrier to the sustainability of the County's integration and interoperability posture and may be subject to further review. All Offerors must specifically disclose all aspects of the proposed solution which deviate from the documented standards and desired architectures, and provide approaches for consideration about the manner in which non-standard components may be integrated.
 - 12.3.4. Graphical User Interfaces: The County has standard templates that are required for its websites to have maximum consistency across applications and content. Any hosted applications and some COTS applications should be able to present through the County template or simulation for County brand and identity. Alternatives to using these templates must be arranged through the County DIT.

12.4. IT/Cyber Security:

- 12.4.1. All solution components must meet Information Security practices as described in the Fairfax County Information Technology Security Policy: https://www.fairfaxcounty.gov/informationtechnology/sites/informationtechnology/files/assets/security/pm70-05_01.pdf.
- 12.4.2. Offerors must include in their proposals a complete Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements (Attachment H).
- 12.4.3. The solution as implemented must be compliant with all federal and Virginia laws and regulations governing the access, use and management of Personally Identifiable Information (PII), Payment Card Industry (PCI) compliant and meet Americans with Disabilities Act (ADA) requirements.
- 12.4.4. Offerors must include in their proposals the completed Attachment J: Fairfax County IT Services Provider Consultant/Contractor Agreement, for the firm and its personnel that have roles in the implementation and management of the solution implementation and post implementation maintenance and support, as applicable. This requirement is non-negotiable.
- 12.4.5. Contractor personnel are subject to monitoring by the County IT Security Office (ISO), and any person of the Contractor or its subcontractors or representatives that breach IT Security Policy and/or ethics are automatically removed from the engagement.
- 12.4.6. Sensitive and Confidential Information: Sensitive or Confidential information may not be removed from Fairfax County premises unless the information's owner has approved such removal in advance. This includes, but is not limited to, portable computer hard disks, portable memory devices (including USB drives), tape cartridges, and paper documents containing sensitive or confidential information. This paragraph does not apply to authorized off-site backups which are in encrypted form.
- 12.4.7. Authorized Tools and Programs: Except as otherwise expressly authorized by DIT/ISO, users shall not download, install or run security programs or utilities that reveal weaknesses in the security of a system. For example, Fairfax County users shall not run password cracking programs, network reconnaissance/discovery software/applications, key loggers, packet sniffers, network mapping tools, port scanners or any other non-approved programs while connected in any manner to the Fairfax County network infrastructure.
- 12.4.8. Remote Access: Authorized users accessing the County's network remotely shall abide by security policies and procedures to protect the County's equipment, data, and network access as if they were working on premises.
 - 12.4.8.1. Remote access is a service provided by the County and shall be used for authorized business purposes only. To this end, management shall approve every request for remote access.
 - 12.4.8.2. Remote access to the Fairfax County network shall be done using the DIT provided or supported services that are approved by the Information Security Office.

- 12.4.8.3. Agencies or individuals who wish to implement non-standard Remote Access solutions to the Fairfax County production network shall obtain prior approval from DIT and the Information Security Office.
- 12.4.8.4. Secure remote access shall be strictly controlled. Control will be enforced via remote access authentication using security tokens that provide one-time password authentication or public/private keys with strong pass-phrases. Furthermore, users may not share passwords or access devices to permit others onto the County network.
- 12.4.8.5. Remote Access control will be enforced via network and system level auditing. This information will be readily available for monitoring and review by appropriate personnel.
- 12.4.8.6. External access to and from information systems shall meet Fairfax County remote access standards and guidelines.
- 12.4.8.7. Fairfax County employees and Contractors with remote access privileges shall ensure that their County-owned or personal computer or workstation, which is remotely connected to Fairfax County's network, is not connected to any other network at the same time, with the exception of personal networks that are under the complete control of the user.
- 12.4.8.8. Reconfiguration of a home user's equipment for the purpose of splittunneling or dual homing is not permitted.
- 12.4.8.9. All hosts that are connected to Fairfax County internal networks via remote access technologies shall use the most up-to-date anti-virus software.
- 12.4.8.10. By using remote access technology with personal equipment, users shall understand that their machines are a de facto extension of Fairfax County's network, and as such are subject to the same standards that apply to County-owned equipment; therefore, their machines shall be configured to comply with Fairfax County policies and DIT standards for anti-virus software and patch management.
- 12.4.8.11. Employees and Contractors with remote access shall provide their IP address (if using cable or DSL) to the Information Security Office and implement DIT defined security standards on their home systems, which include, but are not limited to, anti-virus software and firewalls. Periodic scans will be made against these addresses to ensure proper security measures are in place. Violators will have their remote access privileges revoked.
- 12.4.8.12. The County monitors its networks and systems for security violations. Users agree to this monitoring when they use the service.
- 12.4.8.13. The link shall be encrypted whenever a computer network connection is established between a County computer and another computer at a location outside an official Fairfax County office, and whenever this connection transmits, or is likely to transmit sensitive information.

- 12.5 Ownership of and Access to Data, Source Code:
 - 12.5.1 All County data is and must remain the sole property of the County. Therefore, all tools and capabilities native to the Offeror's solution should be available to the County to allow for full access to that data. All tables, layouts, queries, stored procedures, XML schema and other content developed to support the operation of a database and/or County applications in the Fairfax environment become the property of the County, and shall be available to the appropriate County personnel as needed and upon request.
 - 12.5.2 Source code shall revert to the County if the Contractor files for bankruptcy or protection from creditors in a court of law. The County shall have full rights to use source code for any purposes other than resale. The same applies if the Contractor is merged or acquired and the software is no longer supported. Software source code will be updated to reflect the most current version of the software source code materials including all adjustments and configuration made for Fairfax County.
 - 12.5.3 Once contract is awarded, Contractor must provide documentation about schemas or database table organization at a level of detail that enables report writers to navigate and extract all information necessary to produce ad hoc reports.
 - 12.5.4 All source code developed under a given task order must remain the sole property of the County. Contractor may request permission to re-use portions of the code written by their staff, however, this request must be made in writing to the Fairfax County Department of Procurement and Material Management for review and approval.
 - 12.5.5 The above is not meant to include proprietary programs, tools or other intellectual property. However, such claim to proprietary content cannot intrude on the County's right to access its data without undue interference or additional cost.
 - 12.5.6 Data owned by Fairfax County may not be used by the Contractor for any purposes without the express written consent of the appropriate County representative. Data covered under specific federal, state and local privacy laws are confidential. Any breach of privacy is cause for termination of contract.
 - 12.5.7 Data Access (Off-Premise): If the solution is hosted outside the County's network the County requires 24/7 access to all data and all communications, transactions, and all other records of business concerning the software in relation to the agencies that utilize and/or access HCSIS.
- 12.6 Standard County Data:
 - 12.6.1 Certain elements are standardized in format and content to enable enterprise-wide data usability, coordination of services, analysis, and public safety. New systems that use any of these elements are required to meet these requirements and any deviation from the standard must be documented and approved by the CTO.
- 12.7 Interoperability:
 - 12.7.1 The County is pursuing each of these three types of interoperability in the venues where most suited:
 - 12.7.1.1 Application Level Interoperability: Agencies or organizations use the same application to perform the same business functions. Shared applications are useful if the application is built specifically with that purpose in mind.

- 12.7.1.2 Data Level Interoperability: Agencies or organizations use standards-based technologies to share specific data elements in specific ways.
- 12.7.1.3 Portal Level Interoperability: Portals enable communities of interest (both citizen constituents and business development community) to share data that is of relevance to each through a common interface or portal. Portal level interoperability provides the option to offer several services via a single intuitive and customer-centric portal and to address multiple communities of interest. Portals bring streams of data to particular communities of interest and enable filtering, chat functions and other tools and capabilities to be used against the data stream. Portal level interoperability relies on standards-based data level interoperability. There will also be a robust portal for County staff to access and utilize the solution.

12.8 Hardware Requirements:

- 12.8.1 If the proposed solution will be implemented and hosted at the County, all hardware must be specified. If components of the proposed solution deviate from this requirement, please specify in the technical proposal for consideration.
- 12.8.2 The County may require up to six separate computing environments, with the ability to run concurrently, for sandbox, development, testing, training, acceptance, and production. To ensure that each environment is technically equivalent, duplicate servers and workstations as specified below shall be utilized except where virtual machine technology is preferred by the County. The County will work with the Contractor to duplicate or approximate other relevant environmental considerations such as the network and system loading to ensure realistic testing scenarios are facilitated.
- 12.8.3 System hardware requirements should be listed in detail to include make and model required for the full implementation of the application. All hardware components must be sized appropriately to ensure that the performance requirements of the Contractor's application will be met. Equipment specifications provided by the County within this RFP shall be considered as minimal requirements. Deviations for hardware proposed will be finalized during final design stages of the project.
- 12.8.4 The County maintains a four-year replacement program for workstations and a four-year replacement program for servers and associated ancillary equipment. The Contractor shall prepare technology refreshment specifications and costs for installed hardware currently under maintenance agreement every four years or when requested. If the proposed refresh is accepted in whole or part, the Contractor shall install and support the identified equipment through the warranty and subsequent maintenance periods.

- 12.9 Disaster Recovery/Continuity of Operations:
 - 12.9.1 Regardless of the architecture of its systems, the Contractor shall have developed and be continually ready to invoke a Business Continuity and Disaster Recovery ("BC-DR") plan that at a minimum addresses the following scenarios: (i) The central computer installation and resident software are destroyed or damaged, (ii) System interruption or failure resulting from network, operating hardware, software, or operational errors that compromises the integrity of transactions that are active in a live system at the time of the outage, (iii) System interruption or failure resulting from network, operating hardware, software or operational errors that compromises the integrity of data maintained in a live or archival system, (iv) System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the system, i.e., causes unscheduled system unavailability. The BC-DR plan shall account for and be in effect during the entire period beginning with project kickoff and ending with the end of any turnover period. This BC-DR plan must be prior approved by the County.
 - 12.9.2 Fairfax County operates a contemporary near real-time co-location site for county applications and data off-site. The solution proposed must be able to seamlessly fail-over and be active-active. If components of the solution proposed are a subscription service hosted by the Offeror or third-party data-center, the Offeror must include provision and description of its DR site and procedures. Fairfax County must have direct access to inspect the host and co-location sites.
 - 12.9.3 The Contractor's Disaster Recovery plan should document the processes necessary to respond to system disruption or a disaster that would affect the system.
 - 12.9.4 The Contractor's Disaster Recovery plan shall identify the activities, resources, and procedures needed to carry out processing requirements for a prolonged period of time.

13. TASKS TO BE PERFORMED

- 13.1 Refer to Appendix D: HCSIS Contractor Tasks to be Performed.
- 13.2 The tasks outlined in Appendix D cover the entire life cycle of the legally binding agreement which the County would execute with the Contractor for HCSIS solution planning, implementation, maintenance and support services and, if applicable, operations and hosting services.

14. SUBMISSION OF PROPOSAL

- 14.1. An Offeror responding to this Request for Proposal must supply all the documentation required in the RFP, including RFP attachments completed in accordance with applicable instructions. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal.
- 14.2. As noted in Section 7 Future State Solution, the County will consider a solution that is ultimately deployed on-premise or a solution that is hosted by the Offeror or its agent. An Offeror that wants to propose both on-premise and hosted solutions <u>must</u> provide two complete and separate responses (both technical <u>and</u> cost proposal), one for each type of solution.

- 14.3. Offerors are required to supply the following to the address noted below:
 - One (1) original (duly marked) hard copy of the Technical Proposal and one (1) original (duly marked) hard copy of the Cost Proposal, respectively;
 - Five (5) hard copies of the Technical Proposal;
 - Five (5) hard copies of the Cost Proposal; and
 - Two (2) electronic copies of the Technical and Cost Proposals on CDs or thumb drives.

Department of Procurement and Material Management 12000 Government Center Parkway, Suite 427 Fairfax, Virginia 22035-0013 Telephone: 703-324-3201

- 14.4. Proposals may be submitted by mail or delivered in person.
- 14.5. Each original and copy of the proposal shall consist of:
 - Cover Sheet (Form DPMM32)
 - Technical Proposal, per Section 15 Technical Proposal Instructions
 - Cost Proposal, per Section 16 Cost Proposal Instructions
 - Signed RFP Addenda (if addenda are issued)
- 14.6. By completing and submitting Cover Sheet (DPMM32), Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its terms and conditions.
- 14.7. The County reserves the right to issue addenda to this RFP prior to the proposal due date. All RFP addenda properly signed must accompany the Proposal. *Notice of Addenda* will be posted on eVA and Fairfax County's DPMM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at http://www.fairfaxcounty.gov/solicitation/
- 14.8. It is the Offeror's responsibility to follow the instructions outlined in Sections 14, 15 and 16 of this RFP. Offerors are cautioned that the organization of their proposal, as well as its thoroughness, are critical to the County's evaluation process. All RFP attachments must be completed legibly and in their entirety. Additionally, all required information must be furnished and organized as requested. Furthermore, information and materials which are included in the proposal which are not requested in this RFP and are not responsive to RFP requirements will not be factored into proposal evaluations. Failure to follow the instructions outlined in this RFP may be grounds for disqualifying an Offeror's proposal.

15. TECHNICAL PROPOSAL INSTRUCTIONS

- 15.1. General Technical Proposal Instructions
 - 15.1.1. The Offeror must submit hard copies of the Technical Proposal in their own binder and the electronic copies of the proposal in their own electronic file folder, each organized as outlined later in this section. Reference Section 14.3 for detail on required numbers of hard and electronic copies.
 - 15.1.2. The County encourages the use of recycled products, so it is urged that proposals be submitted on paper made from, or with, recycled content and be printed on both sides. Proposals should not contain extraneous promotional materials.

- 15.1.3. Where indicated, the Offeror must use the templates supplied by the County in its response.
- 15.1.4. An Offeror that proposes both on-premise and hosted solutions must provide two complete and separate technical proposals, one for each type of solution.
- 15.2. Documents and Content to Include in the Technical Proposal
 - 15.2.1. RFP Submittal Check List: Offerors will complete Attachment K: Technical Proposal Submission Checklist. The Checklist must precede Tab 1 in the binder/electronic file folder.

15.2.2. Tab 1 – Qualifications

The Offeror will complete Attachment L: Table for Conformance to demonstrate it meets the qualifications for its proposal to be considered by the County; these qualifications are outlined in Section 3 of the RFP.

15.2.3. Tab 2 - Executive Summary

The Offeror will provide an Executive Summary, which will not exceed three pages in length, that presents in brief, concise terms a summary level description of the contents of the Proposal. The Executive Summary will also summarize what the Offeror believes is its value proposition to the County – what sets its proposed solution, approach to planning, implementation, and approach to maintenance and support (and, if applicable, operations and hosting), and its organization apart from other Offerors.

15.2.4. Tab 3 - Understanding of the Problem and General Solution Description

This section of the Offeror's Technical Proposal must include narratives that demonstrate the Offeror's understanding of the solution and related Contractor capabilities that the County is seeking to acquire through this RFP. The Offeror will provide:

- 15.2.4.1. A statement and discussion of the County's requirements as analyzed by the Offeror.
- 15.2.4.2. A general description of the Offeror's proposed solution in response to HCSIS requirements; the solution description must clearly articulate the composition of the solution, i.e., whether the solution is comprised of one or multiple products and services from one or multiple suppliers. In the description, the Offeror must indicate the supplier for each product or service that makes up the proposed solution.
- 15.2.4.3. A summary of the Offeror's proposed scope of work in response to the tasks outlined in Section 13 – Tasks to be Performed and Appendix D – HCSIS Contractor Tasks to be Performed.
- 15.2.4.4. Information about any Systems Integrator included in the proposal. The Systems Integrator, if a separate entity from the Offeror, must be a manufacturer-authorized service provider for the products covered under this proposal. Documentation should be provided as proof of being an authorized service provider.

15.2.4.5. A written description in which the Offeror demonstrates an awareness of difficulties in the completion of the undertaking proposed in this RFP and a plan for surmounting identified difficulties. Special attention should be given to methodological issues that will be encountered in such a project.

15.2.5. Tab 4 – Offeror Background

The Offeror will provide:

- 15.2.5.1. Information about the firm to include: official name of the organization submitting the proposal; main office address; when the organization was officially established; if a corporation, when and where the organization was incorporated; and appropriate Federal, State, and County registration numbers.
- 15.2.5.2. Information about the Offeror's physical location, i.e., where Offeror resources which will participate in the proposed solution's planning, implementation, maintenance and support, and (if applicable) operations and hosting will be located.
- 15.2.5.3. Financial Statements: The Offeror shall provide an income statement and balance sheet from the most recent reporting period.
- 15.2.5.4. Information on customer and revenue growth/loss trends.
 - 15.2.5.4.1. This should include, but not be limited to: product growth strategy and objectives, significant functional enhancements or additions, significant technical and/or architecture developments, product acquisition vs. internal development strategy, product differentiators, and software delivery strategy (e.g., Software as a Service (SaaS), cloud, hosted, single-tenant, multi-tenant, etc.), and any industry offerings relevant to the health care information technology marketplace.
- 15.2.5.5. Information on the Offeror's Research & Development function, spending and general direction, and a product roadmap.
- 15.2.5.6. A description of the existing business relationships the Offeror or Offeror's affiliates and proposed third-party vendors may have with Fairfax County or any of its affiliates.
- 15.2.5.7. Details of any disciplinary actions or other administrative action taken by any jurisdiction or person against the Offeror's organization. List and summarize all judicial or administrative proceedings involving any sourcing activities and antitrust suits in which the Offeror has been a party within the last five years. If the Offeror is a subsidiary, submit above information for all parent companies.
- 15.2.5.8. A statement regarding the availability and agreement of software source code materials to be delivered to an escrow agent approved by the County within fifteen (15) calendar days of contract execution. Software source code materials include source code; identification of cases where one software component requires another to have been built or compiled first; setup and configuration information, including configuration settings for all compilers and third party components, build control files, software needed to compile and build executable code, objects, dynamic libraries, etc.; build instructions; design documentation; database schema/data model documentation; encryption information, passwords required and/or keys required; and resumes of key technical employees of the developer.

15.2.6. Tab 5 – Offeror Experience and References

The Offeror will provide:

- 15.2.6.1. A summary of relevant experience. The Offeror must provide a list that includes a minimum of three (3) implementations of the Offeror's proposed solution which in the Offeror's estimation are comparable in size, scope and environment to what is outlined in this RFP. In the Offeror's list, please elaborate on how the Offeror concluded that these implementations are comparable to what Fairfax County has stipulated as requirements for HCSIS in this RFP.
- 15.2.6.2. A list of references. The Offeror will complete Attachment M: References Form. In the form, the Offeror shall at a minimum provide three (3) customer references to include contact name/title, address, phone number, email, and a short description of the timing and scope of product and services provided. These references must be from organizations that serve as both providers and administrators of health care services including but not limited to public health, primary medical care, behavioral health care and substance use disorder treatment. All references must be for solutions implemented within the last five (5) years.

15.2.7. **Tab 6 – Staffing**

This section of the Offeror's Technical Proposal must include a narrative of the Offeror's proposed organization and staffing approach to the various project tasks outlined in RFP Section 13 – Tasks to Be Performed and Appendix D – HCSIS Contractor Tasks to be Performed. This section of the technical proposal must include the following:

15.2.7.1. A staffing plan that:

- 15.2.7.1.1. Outlines the role that every project team member will play on each project task.
- 15.2.7.1.2. Explains the overall project organizational structure and how the project team is integrated with the overall Offeror organization.
- 15.2.7.1.3. Includes job titles, job functions and staffing levels/counts by job title for the project team.
- 15.2.7.1.4. Includes a resource calendar that outlines the staff required for each phase of the project, if the staff will be on or off-site and the projected onsite vs. offsite time distribution for project team members.
- 15.2.7.1.5. Discloses the planned use of other vendors or individual consultant(s) with which the Offeror will contract to perform the services described in this RFP.
- 15.2.7.1.6. Outlines the expected interaction between the Offeror's project team and the project teams of the County.
- 15.2.7.1.7. Includes a staffing contingency plan that includes staff retention strategies and how the Offeror will assure there will be continuity of personnel and knowledge transfer throughout the life of the project.

- 15.2.7.2. An outline with details regarding key personnel that Fairfax County would work with throughout the course of the implementation and post-implementation periods. For the purpose of this section, key personnel include the following defined roles:
 - 15.2.7.2.1. Senior Executive: Responsible for executive oversight with Fairfax County; has profit and loss responsibility for the product and services being offered.
 - 15.2.7.2.2. Account Executive: Responsible for managing entire relationship with Fairfax County.
 - 15.2.7.2.3. Project Manager: Responsible for all phases of the implementation and the County's primary point of contact for implementation activities. As an integral part of this role, the Project Manager will be responsible for the completion of all tasks and deliverables in the Contract. The Project Manager will also coordinate and manage all Subcontractors retained by the Offeror to perform any aspect of the work contained in the Contract. The Project Manager must be 100 percent dedicated to this implementation and be onsite from initial planning through three months after system acceptance.
 - 15.2.7.2.4. Technical Lead: Responsible for all technical aspects of the implementation including but not limited to hardware/operating environment, operating system and middleware, data connectivity, integration of all applicable modules, and ensuring that technical performance is stable and scalable.
 - 15.2.7.2.5. Solution Architect: Responsible for ensuring the solution's configuration meets County requirements. As such, this resource will lead requirements elaboration and specification definition activities.
 - 15.2.7.2.6. Data Management and Integration Lead: Responsible for the design and implementation of interfaces as well as data/record conversion.
 - 15.2.7.2.7. Testing Lead: Responsible for devising test objectives, plans and procedures: leading, guiding and monitoring the analysis, design, implementation and execution of tests.
 - 15.2.7.2.8. Security Lead: Responsible for devising security and access model including linkage to County's Active Directory structure; leading, guiding and monitoring implementation of the solution's security and access model. Responsible for ensuring that overall security and data architectures are following best practices.
 - 15.2.7.2.9. Knowledge Transfer and Training Lead: Responsible for developing training plan, curriculum, materials and assessment instruments and protocols; organizing training team and coordinating training team activities; developing solution documentation in its many forms to meet the needs of various recipients.
 - 15.2.7.2.10. Service Manager: Responsible for all post-implementation service support, including release/patch management, trouble ticket/problem management processes, escalation processes, and access to required support personnel as needed.

15.2.7.2.11. At a minimum, the following information will be included for each role:

- The person's name and title
- The person's physical work location for a work week
- The person's resume
- A brief biographic summary to include: technical background relative to this project, experience in similar projects, names of similar projects they were involved in and role they held in those projects, relevant education and technical knowledge, and relevant certifications.
- Information regarding qualifications of key personnel complete Attachment N: Key Personnel Matrix.

15.2.8. Tab 7 – Detailed Response to HCSIS Functional and Technical Requirements

This section of the Offeror's Technical Proposal must utilize the prescribed forms to demonstrate the Offeror's capacity to meet both functional and IT architecture and management requirements. The offer must provide:

- 15.2.8.1. The completed form provided in Attachment D: HCSIS Functional Requirements Matrix, following the instructions in that attachment.
- 15.2.8.2. The completed form provided in Attachment E: HCSIS Technical Requirements Matrix, following the instructions in that attachment.
- 15.2.8.3. The completed form provided in Attachment F: HCSIS Interfaces, following the instructions in that attachment.
- 15.2.8.4. The completed form provided in Attachment G: HCSIS Mandated Forms, following the instructions in that attachment.
- 15.2.8.5.

15.2.9. Tab 8 – Solution Implementation and Life Cycle Management

This section of the Offeror's Technical Proposal will detail the Offeror's approach to fulfilling the tasks outlined in Section 13 – Tasks to be Performed; specifically, in the following order the Offeror will provide:

- 15.2.9.1. A concise description of its implementation management methodology.
- 15.2.9.2. A well-articulated narrative that fully describes the Offeror's proposed methods, tools, accelerators, frameworks, etc. associated with its proposed approach to each implementation-specific task to be performed refer to Tasks 1 through 8 in Appendix D: HCSIS Contractor Tasks to be Performed. Offerors are encouraged to supplement the narrative with figures, process diagrams, screenshots, etc.
- 15.2.9.3. A description of any and all assumptions with respect to Fairfax County's role/staffing as well as the role and contribution of all parties included in their proposal. Offerors must include a completed copy of Attachment O: Implementation Task and Resource Expectations Matrix
- 15.2.9.4. A description of the proposed process for producing, supporting the review and achieving approval of implementation-related deliverables refer to Appendix D: HCSIS Contractor Tasks to be Performed based on its experience and "best practices" it has developed and/or adopted.

- 15.2.9.5. Recommendations on how the Offeror would incorporate organizational change management "best practices" into requirements elaboration and training activities with the ultimate goal of achieving successful adoption of all HCSIS functionality and the highest possible degree of end user satisfaction with the solution.
- 15.2.9.6. Recommendations on solution implementation and management governance and how the Offeror would help establish the required governance structures and processes.
- 15.2.9.7. A detailed description of how the Offeror will organize its team and leverage its methodology to deliver a countywide solution while achieving deployment synergies resulting in a cost-effective, high quality implementation that is accelerated as much as possible.
- 15.2.9.8. A well-articulated narrative that fully describes the Offeror's proposed approach to solution maintenance and support post go-live refer to Task 9 in Appendix D: HCSIS Contractor Tasks to be Performed which at a minimum addresses the following elements:
 - 15.2.9.8.1. Assurance that the Offeror's solution continually meets County requirements;
 - 15.2.9.8.2. Regular and periodic maintenance to the solution on a schedule and based on maintenance windows that do not interfere with County business;
 - 15.2.9.8.3. Solution change management processes including accommodation of new legislation and evolving regulations, standards, and County organizational processes: and
 - 15.2.9.8.4. Solution end user and administrator support including help-desk services, online self-service resources and "solution center" services whereby the Offeror can assist an end user with how best to leverage solution functionality
- 15.2.9.9. A description of how the Offeror would deploy solution functionality/modules in subsequent phases while simultaneously providing the necessary maintenance and support for functionality/modules in production.
- 15.2.9.10. If the Offeror proposes an on-premise deployment of the solution, whereby Fairfax County would operate and host the solution, a detailing of the recommended operating hardware and software. Furthermore, all operating hardware and software components, including third party software and plug-ins, as well as the communication protocols employed among them must be depicted in an architectural diagram.
- 15.2.9.11. If applicable, a well-articulated narrative that fully describes the Offeror's proposed approach to solution operations and hosting refer to Task 10 in Appendix D: HCSIS Contractor Tasks to be Performed.

15.2.10. **Tab 9 - Sample Deliverables**

In this section of the technical proposal, the Offeror should provide samples of the following deliverables. Samples may be from prior projects and can have redacted confidential or proprietary details, but must demonstrate the offerors capacity to produce the deliverables outlined below. Additional detail about these deliverables can be found in Appendix D: HCSIS Contractor Tasks to be Performed.

Deliverable:
1a. Project Kickoff Protocol and Materials Package
1b. Implementation Plan
1c. Project Management and Communications Plan
1d. Risk Management Plan
1e. Project Documentation and Collaboration Environment Design
1f. Project Progress/Status Report, Issue Log and Change Log Templates
1g. Organizational Change Management Plan
2a. Requirement Elaboration and Specification Definition Protocol and
Materials Package
2b. Functional Specification Documents
2c. Requirements Traceability Matrix
2d. Data Integration/Interface Specifications Documents
2e. Deployment Plan
3a. Project Progress/Status Reports
4a. Test Plan including Test Scenarios, Test Cases and Test Scripts
4b. Solution Test Results
5a. Training Plan
5b. Training Materials Package
5c. End User Competency Assessment Protocol and Tests
5d. System Administrator Competency Assessment Protocol and Tests
5e. Competency Assessment Results
5f. End-User Manuals and Quick Reference Guides
5g. Solution Technical Documentation
6a. Data Conversion and Migration Plan
7a. Cutover and Acceptance Plan
7b. Incident and Defect Resolution Log and Report
8a. Implementation Closeout Report
9a. Solution Maintenance and Support Plan
9b. Maintenance and Support Activity Reports
9c. Incident Reports – Solution Maintenance
10a. (If applicable) Solution Operations and Hosting Plan
10b. (If applicable) Incident Reports – Operations and Hosting
10c. (If applicable) Availability and Performance Reports

15.2.11. Tab 10 - Assumptions and Constraints, Suggestions and Exceptions

In this section of the proprosal, all Offeror assumptions and constraints related to any condition within the RFP, must be identified and explained.

- 15.2.11.1. If proposing a suggested change or exception to any requirement in the RFP, in this section of its Technical Proposal the Offeror must identify the RFP provision(s) for which a suggestion or exception is proposed, elaborate on the rationale for each suggestion or exception, and include this information in a table labeled "Proposed Suggestions and Exceptions". The table should clearly indicate whether the proposal is a suggestion or an actual exception to an RFP provision, as well as articulate the scope of the suggestion or exception and potential ramifications, advantages or disadvantages to the County if it adopts the suggestion or exception.
- 15.2.11.2. If one of the suggestions the Offeror wants to propose is an alternative to the phased approach to HCSIS Build and Deployment provided in Appendix E, in addition to the detail requested in Section 15.2.11.1 the Offeror will include in this Tab a build and deployment schedule which at a minimum is equivalent in level of detail to the schedule provided in Appendix E.
- 15.2.11.3. The County, at its sole discretion, may accept or reject any proposed exception.

15.2.12. Tab 11 – Acceptance of IT Security Provisions for Cloud-Based Solutions

- 15.2.12.1. Information Technology Security and Compliance: Fairfax County Systems and Data Centers are required to comply with Federal, Commonwealth, and local laws and policies regarding the protection of confidential, sensitive, and proprietary information. Included is a link to the Fairfax County Information Technology Security Policy:

 https://www.fairfaxcounty.gov/informationtechnology/sites/informationtechnology/files/assets/security/pm70-05 01.pdf
- 15.2.12.2. Payment Card Industry Data Security Standard (PCI-DSS):
 - 15.2.12.2.1. Adherence to the rules and regulations governing the processing of electronic transactions and the storage of transactional information is something Fairfax County takes very seriously. Any banking institutions must undergo rigorous annual audits to ensure that it fully meets or exceeds industry standards. Offeror must maintain an active PCI certification. Offeror must demonstrate PCI compliance and any other relevant industry certifications ensuring the protection of financial data if applicable.
 - 15.2.12.2.2. Any proposed services or interfaces in regards to payment processing must be compatible with Fairfax County's existing PCI compliant infrastructure. Offeror shall provide evidence that any solutions or services are PCI certified, maintain that certification and guarantee that payment related information is protected at all times

15.2.13. Tab 12 – Fairfax County Agreements/Acknowledgments

For this section, the Offeror will complete and include the following attachments:

- 15.2.13.1. Certification Regarding Ethics in Public Contracting (Attachment A); Certification Regarding Debarment or Suspension (Attachment B); Business, Professional and Occupational License (Attachment C); Fairfax County Project Proposal Matrix for Meeting Information Technology Security Policy Requirements (Attachment H); Affirmation of Legally Required Contract Terms (Attachment I); Fairfax County IT Service Provider Consultant/Contractor Agreement (Attachment J); Offeror Data Sheet (Attachment P); Listing of Local Public Bodies (Attachment Q); Subcontractor Notification Form (Attachment R); SCC Registration Information (Attachment S); Request for Protection of Trade Secrets or Proprietary Information (Attachment T).
- 15.2.13.2. Note: Attachment J: Fairfax County IT Service Provider Consultant/Contractor Agreement should be signed by an authorized representative of the firm. If the Offeror's firm is awarded a contract, all personnel assigned to work shall be required to sign this document and submit to Fairfax County designated personnel.

15.2.14. **Tab 13 – Contractor Agreements**

Offeror must provide the following agreements as part of their response to this proposal if they are to be utilized during the performance of the contract. The agreements provided should be the actual documents (or exact duplicates) of the forms to be used for this project, not a typical or sample document. Failure to provide any such agreements may result in the Offeror's proposal being deemed non-responsive.

- 15.2.14.1. Software license agreements: Software Licenses must be clearly defined as to the use rights. Unless otherwise negotiated, the County assumes a non-exclusive, perpetual use of any licenses purchased, independent of maintenance, services, and or support agreements. The County will not lease licenses except underSaaS arrangements that include external hosting.
- 15.2.14.2. End user agreements.
- 15.2.14.3. Maintenance agreements which include description of services provided as part of the recurring annual maintenance fee, such as software fixes, updates; cycle for updating the product; and management strategy for addressing third-party software updates which are part of Offeror's solution.
- 15.2.14.4. Technical Support and Consulting Services if not included in other listed agreements
- 15.2.14.5. Agreement with third party supplier for software, hardware, hosting, etc.

15.2.14.6. Warranty

The Offeror shall include in its proposal a list and description of warranties provided, including but not limited to:

- 15.2.14.6.1. Warranty of Performance:one-year performance warranty covering the specifications for and performance of all software and services, commencing upon system acceptance.
- 15.2.14.6.2. Warranty of Representations made by Offeror in response to RFP.

- 15.2.14.7. Hosting agreement, if applicable.
- 15.2.14.8. Any supplemental agreements not listed above proposed by the Offeror to be utilized during the performance of the contract.

15.2.15. **Tab 14 – Software Support**

This section of the Offeror's Technical Proposal must describe the approach to service level management including: proposed measurements, proposed service levels, strategy for documenting service levels and performance against such service levels, and format and frequency of reporting. Specify the mechanisms, tools and techniques the Offeror would put in place to meet, measure, report, and improve upon these service levels.

- 15.2.15.1. Sub-Tab A Patch/Upgrade Support: Offerors should provide the following information:
 - 15.2.15.1.1. A clear and succinct description of the Offeror's relevant patch and upgrade support services and service levels to ensure that a high-quality release management strategy can be executed during and after implementation. This description should also include what is not considered a release or upgrade.
 - 15.2.15.1.2. A description of the Offeror's release strategy with respect to patches, point upgrades, and major release upgrades. As part of this response, Offeror's must address their position on version compliance to remain on support and options clients may have to defer patches/upgrades.
 - 15.2.15.1.3. A description of what tools and documentation are provided to facilitate a high-quality patch or upgrade effort.
 - 15.2.15.1.4. A description of any differences in patch/upgrade support options and services for client hosted vs. single tenant SaaS vs. multi-tenant SaaS support vs. any other models offered.
 - 15.2.15.1.5. A description of any continuous improvement efforts underway or planned to improve the quality of patch/upgrade support services.
 - 15.2.15.1.6. A description of the Offeror's support center and problem management processes and related service levels to ensure responsive, reliable, and knowledgeable support is provided during and after implementation.
 - 15.2.15.1.7. A description of the size and structure of the Offeror's support center services team and hours of operations.
 - 15.2.15.1.8. A description of any support tools or techniques used to more quickly diagnose and resolve critical or escalated problems. The escalation process should also be described.
 - 15.2.15.1.9. A description of any differences in support center services or related service levels for client-hosted vs. single-tenant SaaS vs. multi-tenant SaaS support vs. any other models offered.

- 15.2.15.1.10. Information regarding continuous improvement efforts underway or planned improvements to the quality of the Offeror's support center services.
- 15.2.15.2. Sub-Tab B User Group Collaboration:

Offeror should provide the following information:

- 15.2.15.2.1. A description of any user group forums/events that are available to the Offeror's client base that are either managed by the Offeror or are self-managed by the Offeror's clients. The Offeror's description should include the frequency, format, cost, and locations of these forums/events along with summary agendas from forums/events recently held.
- 15.2.15.2.2. A description of if and how user group collaboration forums/events are used to inform the Offeror's product strategy going forward.
- 15.2.15.2.3. A description of any knowledge-bases or web-based sites that allow the Offeror's client base to contribute and leverage lessons learned and/or specific solutions related to problems or challenges a particular client has faced.
- 15.2.15.2.4. A description of any continuous improvement efforts underway or planned to improve the quality of user group collaboration.

16. COST PROPOSAL INSTRUCTIONS

16.1. The Offeror must submit hard copy Cost Proposals in a separate binder, and identical Electronic copies of its Cost Proposal in their own electronic file folder. The Cost Proposals must provide sufficient detail to establish the reasonableness of the proposed solution costs inclusive of planning, implementation, maintenance and support, and - if applicable - operations and hosting costs and the cost drivers. The Offeror must complete and submit the version(s) of Attachment U that applies to the type of solution for which it submitted technical proposals (Hosted or On-Premise) in accordance with the instructions provided in that attachment:

Attachment U-1, Hosted Solution, County implementation schedule Attachment U-2, On-Premise Solution, County implementation schedule Attachment U-3, Hosted Solution, Offeror-proposed implementation schedule Attachment U-4, On-Premise Solution, Offeror-proposed implementation schedule

- 16.2. An Offeror that proposes both On-Premise and Hosted Solutions must provide two complete and separate cost proposals, one for each type of solution, based upon the County's proposed implementation schedule (Attachments U-1 and U-2). The Offeror also has the option to submit cost proposals based upon an alternate Offeror proposed implementation schedule (Attachments U-3 and U-4).
- 16.3. Failure to break down and present costs as required in Attachment U may be grounds for disqualification of the proposal.

17. PRICING

- 17.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), U.S. City Averages, or other relevant indices, as determined solely by the Purchasing Agent. Annual recurring maintenance fees associated with all software shall not increase cost beyond the Consumer Price Index-Urban (CPI-U), for a given year.
- 17.2. The request for a change in the unit price shall be in writing and shall include at a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI), change in manufacturer's price, etc.)
- 17.3. Price decreases shall be made in accordance with paragraph 39 of the General Conditions & Instructions to Offerors. (Appendix A).

18. TRADE SECRETS/PROPRIETARY INFORMATION

- 18.1. Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, Offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 18.2. The Offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Offeror.
- 18.3. Attachment T: Request for Protection of Trade Secrets or Proprietary Information is provided as a courtesy to assist Offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 18.4. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

19. CONTACT FOR CONTRACTUAL MATTERS

19.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Ronald Hull
Department of Procurement and Material Management
Telephone: (703) 324-3282
Ronald.hull@fairfaxcounty.gov

20. PERIOD THAT PROPOSALS REMAIN VALID

20.1. Proposals will remain valid for a period of three-hundred and sixty-five days (365) after the date specified for receipt of proposals.

21. BASIS FOR AWARD

- 21.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible Offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 21.2. A Selection Advisory Committee (SAC) will evaluate all proposals submitted in response to this Request for Proposal which DPMM deems are compliant with the proposal submission requirements outlined in this RFP.
- 21.3. The SAC shall conduct an evaluation of Offeror written technical proposals on the basis of the information provided within the written Technical Proposal and according to the relevant evaluation criteria listed below in Section 21.7.
- 21.4. A select number of Offerors whose written technical proposals are rated highly by the SAC will be invited by the County Purchasing Agent to participate in Onsite Presentations/ Demonstrations. During these Onsite Presentations/Demonstrations, the Offeror(s) will follow a predetermined agenda which will include:
 - 21.4.1 A comprehensive walk-through of the functionality of the Offeror's proposed solution relative to County-prescribed HCSIS use cases (refer to Appendix G):
 - 21.4.2 A discussion of the technical capabilities of the Offeror's proposed solution relative to the HCSIS technical requirements matrix (refer to Appendix E);
 - 21.4.3 A discussion of the Offeror's proposed approach to implementation, maintenance and support, and if applicable operations and hosting;
 - 21.4.4 Interviews of proposed key personal (refer to RFP section 15.2.7.2); and
 - 21.4.5 The Offeror's articulation of the Offeror's and its proposed solution's value proposition to the County.

The County expects that, through these Onsite Presentations/Demonstrations, Offerors will provide further evidence of their proposed solution's conformance with HCSIS requirements and its ability to implement, maintain, support and – if applicable – operate and host the proposed solution. Following Onsite Presentations/Demonstrations, the SAC will conduct an additional evaluation of proposals.

- 21.5 On the basis of the evaluations of the Written Technical Proposal and the Onsite Presentations/Demonstrations, Cost Proposals will be opened for a select number of Offerors. The SAC will then conduct a final evaluation to include the review of cost proposals. Based on the final evaluation, and in consultation with the County Purchasing Agent, the SAC shall select the two or more Offerors deemed to have put forth superior proposals among those submitting proposals. Negotiations shall then be conducted with each of the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.
- 21.6 Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated with and awarded to that Offeror. The SAC will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

21.7 Proposal Evaluation Criteria:

CRITERION		PERCENTAGE
Technical	Written Technical Proposal Components:	
Proposal	Executive summary, understanding of the problem, general solution description, offeror background and experience	7.5
	Staffing	3
	Ability to meet functional and technical requirements	20
	 solution implementation and life cycle management, sample deliverables, assumptions, constraints and exceptions, software support 	22.75
	Various agreements and acknowledgements	1.75
	Onsite Presentation/Demonstration Components:	
	Solution overview and value proposition to the County	1.25
	 Solution functionality/capabilities (demonstrations based on use cases) 	12.5
	Discussion of technical aspects of the solution (work off Technical Requirements Matrix): solution architecture, interface and interoperability, data management, security and access management, etc.	5
	Discussion of proposed implementation, M&S and (if applicable) O&H strategies including assumptions, constraints, exceptions and suggestions	5
	Interactions with project team (Q&A/interviews)	5
	References:	3.75
Cost Proposal		12.5

- 21.8 Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual Offerors and to contact references provided with the proposal.
- 21.9 The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 21.10 Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the County Purchasing Agent require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, Offerors should provide complete, thorough proposals with the Offeror's most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material in a timely manner.
- 21.11 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 21.12 No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the SAC or any person involved in the evaluation of the proposals. SAC members will refer any and all calls related to this procurement to the Procurement Official named above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an Offeror from the procurement process.

21.13 The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D.)

22. INSURANCE

- 22.1. The Contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the Offeror or by the County. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 22.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
 - 22.2.1. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Offeror from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - 22.2.2. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.
 - 22.2.3. The Contractor agrees to maintain Cyber Security and Privacy Liability insurance in the amount of \$5,000,000 per occurrence to cover its operations in the event of a cyber breach.
 - 22.2.4. Liability insurance may be arranged by General Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

Rating Requirements:

- 22.2.4.1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
- 22.2.4.2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VI or better.
- 22.2.5. Indemnification: Article 57 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
- 22.2.6. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the Fairfax County Purchasing Agent and/or Risk Manager before any work is started.

- 22.2.7. If the Contractor delivers services from a Fairfax County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned, County-installed and County-maintained equipment used by the Contractor while in their care, custody and control for use under this contract.
- 22.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) -day written notice to the Fairfax County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 22.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 22.5. Fairfax County, their employees and officers shall be named as an additional insured in the General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

23. METHOD OF ORDERING

- 23.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (POs) and, approved Fairfax County Procurement Cards.
- 23.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The Purchase Order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 23.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 23.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 23.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

24. REPORTS AND INVOICING

- 24.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to the Project Manager, monthly statistical reports and an annual tabulated report. Details of report required with the invoice will be negotiated and will vary depending on the phase of the contract.
- 24.2. The Contractor must send the Project Manager(s) an itemized monthly invoice (or as agreed to between the parties), which includes the following information:
 - 24.2.1. Purchase Order Number
 - 24.2.2. Project Milestone
 - 24.2.3. Project Phase and Task;
 - 24.2.4. Date of Services
 - 24.2.5. The Type of Services; and,
 - 24.2.6. The Itemized Cost for each item/service.

24.3. The Contractor will provide the County a monthly and year-to-date utilization report which lists all information shown above in paragraph 24.2, 24.2.1-24.2.6. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

25. PAYMENTS

25.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in Appendix D: HCSIS Contractor Tasks to be Performed. Payment Schedules for Fixed Price orders should be structured in a way that spreads the cost of the order over the life of the order with the largest payment coming at the successful conclusion of the order. At no time should payments be attached to the initial signing of the contract and or a contract start date. Payments should be aligned with significant milestones or deliverables. Preferably, payments should be aligned with the acceptance and production go-live dates for the system.

26. ELECTRONIC PAYMENT OPTION

26.1. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited electronically into a valid account of the Contractor's choice, automatically. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxcounty.gov.

27. CHANGES

- 27.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The Fairfax County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 27.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.
- 27.3. No Contractor-provided document will contain language which attempts to alter the pricing, terms, and conditions of the resultant contract. Contractor acknowledges that should such document be presented to the County, the County reserves the right to reject such, furthermore should such cause a delay in the delivery of services to the County as required by the resultant contract, the Contractor will make every effort to correct the document and resubmit to the County in a timely manner so as not to cause a delay/interruption in services.

28. DELAYS AND SUSPENSIONS

- 28.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time which, in the discretion of the Purchasing Agent, is reasonably-suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the contract breach by, or fault or negligence of the Contractor.
- 28.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the Purchasing Agent and County Project Manager written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time which, in the discretion of the Purchasing Agent, is reasonably-suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the contract breach by, or fault or negligence of the Contractor.
- 28.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a Contract Amendment.

29. ACCESS TO AND INSPECTION OF WORK

29.1. The Fairfax County Purchasing Agent and the using agencies or their respective authorized designees will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

30. PROJECT AUDITS

- 30.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:
 - 30.1.1. If the contract is terminated for any reason in accordance with the provisions of these contract documents, in order to arrive at equitable termination costs;
 - 30.1.2. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract:
 - 30.1.3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - 30.1.4. If it becomes necessary to determine the County's rights and the Contractor's obligations under the contract, or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.

- 30.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 30.3. Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 30.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower-tier subcontractors in their subcontracts, for any portion of the work.
- 30.5. Should the Contractor fail to include this clause in any such contract or lower-tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur, in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

31. DATA SOURCES

31.1. The County will provide the Contractor with all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

32. SAFEGUARDS OF INFORMATION

32.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to the Contractor or prepared/ assembled by the Contractor, under the final contract.

33. ORDER OF PRECEDENCE

33.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

34. SUBCONTRACTING

- 34.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity http://www.sbsd.virginia.gov, local chambers of commerce and other business organizations.
- 34.2. As part of the contract award, the Contractor (prime contractor) agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Attachment R: Subcontractor Notification Form.

35. USE OF CONTRACT BY OTHER PUBLIC BODIES

- 35.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, <u>with the authorization of the Offeror</u>, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of the Offeror's proposal. (See Attachment Q: Listing of Local Public Bodies for listing).
- 35.2. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).
- 35.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 35.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with this contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 35.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

36. NEWS RELEASE BY VENDORS

36.1. As a matter of policy, Fairfax County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a Contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

37. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

37.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. The Offeror's acceptance of this contract acknowledges the Offeror's commitment and compliance with ADA. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

37.2. Fairfax County Government and United States Department of Justice (DOJ) entered into an ADA Agreement effective January 28, 2011. Under this agreement, the county must meet certain requirements to assure to the extent possible, accessibility for the County's WEB site. In an ongoing effort to assure that the Fairfax County Government Website is accessible and meets DOJ ADA standards set forth in the agreement, the following shall apply to any subsequent contract(s). Within 1 month of the effective date of this Agreement, and on subsequent anniversaries of the effective date of this Agreement, the Contractor will review the technical assistance document, 'Accessibility of State and Local Government Websites to People with Disabilities" available at: http://www.ada.gov/websites2.htm. Upon review, the Contractor shall, at its own expense, make any necessary modifications to publically rendered pages and documents to ensure compliance.

38. HIPAA COMPLIANCE

- 38.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board and Health Department upon award of contract. The successful vendor shall be required to execute one or more Fairfax County Business Associate Agreements (BAA) and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 38.2. Further information regarding HIPAA Compliance is available on the County's website at http://www.fairfaxcounty.gov/HIPAA.
- 38.3. A Sample Business Associate Agreement is provided in Exhibit B.

39. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

39.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. Any bidder or Offeror that fails to provide the required information may not receive an award.

County of Fairfax

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

- 1. AUTHORITY: The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.
- 2. **DEFINITIONS:** Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone calls to prospective bidders.

CONDITIONS OF BIDDING

3. **BID FORMS:** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

If the bid prices or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS:

- a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
- If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.

- c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
- 5. WITHDRAWAL OF BIDS: Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
- 6. ERRORS IN BIDS: When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.
- 7. LABELING OF BIDS: All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
- 8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 9. CONDITIONAL BIDS: Conditional bids may be rejected in whole or in part.
- 10. **BIDS FOR ALL OR PART:** The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 11. **AREA BIDS:** For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 12. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.
- 13. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 63, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: http://www.fairfaxcounty.gov/procurement/bid-tab
 - Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.
- 14. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.
 - If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
- 15. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
- 16. TAX EXEMPTION: The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
- 17. **PROHIBITION AGAINST UNIFORM PRICING:** The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

18. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only be addendum issued by the contract

specialist.

- 19. BRAND NAME OR EQUAL ITEMS: Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
- 20. **SPECIFICATIONS:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

AWARD

21. AWARD OR REJECTION OF BIDS: The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
- 22. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS: A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
 - a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
 - b. Acceptance Agreement
 - c. General Conditions and Instructions to Bidders
 - d. Special Provisions and Specifications
 - e. Pricing Schedule
 - f. Any Addenda/Amendments/Memoranda of Negotiations
- 23. TIE-BIDS: If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

24. PROMPT PAYMENT DISCOUNT:

a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will

- not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
- c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.

- 25. **INSPECTION-ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 26. **DEFINITE BID QUANTITIES**: Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
- 27. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

- 28. **TERMINATION OF CONTRACTS:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 29. **TERMINATION FOR CONVENIENCE:** A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

30. TERMINATION OF CONTRACT FOR CAUSE:

- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- 31. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.
- 32. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
- 33. FUNDING: The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments

under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the

Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

- 34. DELIVERY/SERVICE FAILURES: If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
- **35. NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
- 36. NON-DISCRIMINATION: During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

37. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:

- a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
- 38. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
- 39. PRICE REDUCTION: If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.
- 40. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

41. PLACING OF ORDERS: Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card

(P-Card) executed and released by the Purchasing Agent or their designee. When a Blanket Purchase Order has been released

by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

- 42. **SHIPPING INSTRUCTIONS CONSIGNMENT:** Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
- 43. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.
- 44. **INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 45. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.
- 46. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
- 47. **ADDITIONAL CHARGES:** Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
- 48. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
- 49. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
- 50. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
 - a. The Purchase Order Number,
 - b. The Name of the Article and Stock Number (Supplier's),
 - c. The Quantity Ordered,
 - d. The Quantity Shipped,
 - e. The Quantity Back Ordered,
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

BILLING

51. **BILLING:** Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

- 52. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
- 53. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
- 54. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING: When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

55. GENERAL GUARANTY: Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

56. SERVICE CONTRACT GUARANTY: Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

57. INDEMNIFICATION:

- a. General Indemnification: Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
- b. <u>Intellectual Property Indemnification</u>: In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss,

damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 58, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- d. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

58. OFFICIALS NOT TO BENEFIT:

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.
- 59. **LICENSE REQUIREMENT:** All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.
- 60. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 61. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 62. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - a. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the

event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records

- shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
- e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

BIDDER/CONTRACTOR REMEDIES

63. INELIGIBILITY:

- Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
 - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
- 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
- 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
- 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
 - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
- 5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
- 6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project;
- 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

64. APPEAL OF DENIAL OF WITHDRAWAL OF BID:

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

65. APPEAL OF DETERMINATION OF NONRESPONSIBILITY:

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the

bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has

begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

66. PROTEST OF AWARD OR DECISION TO AWARD:

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4.D of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4.D, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

67. CONTRACTUAL DISPUTES:

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- 68. **LEGAL ACTION:** No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.
- 69. **VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.
- 70. **COOPERATIVE PURCHASING:** The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.
- 71. **DRUG FREE WORKPLACE:** During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this

section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to

a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 72. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 73. **AUDIT OF RECORDS:** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
- 74. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
 - a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts:
 - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

APPROVED:	
/S/ Elizabeth D. Teare	
COUNTY ATTORNEY	
/S/ Cathy A. Muse	
COUNTY PURCHASING AGENT	

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

Minority-Owned Business - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

Woman-Owned Business – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPMM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Key Acronyms

Acronym	Definition Key Acronyms		
ACH	Automated Clearing House		
ADA	Americans with Disabilities Act		
ADC	Adult Detention Center		
ADHC	Adult Day Health Care		
ADT	Adult Day Health Care Admit, Discharge, Transfer		
ARB	Admit, Discharge, Transfer Architecture Review Board		
BAA	Architecture Review Board Business Associate Agreement		
BC-DR	Business Associate Agreement Business Continuity and Disaster Recovery		
ВН	Behavioral Health		
BPOL	Business, Professional and Occupational License		
CCD	Continuity of Care Document		
CD	Communicable Disease		
CFR	Code of Federal Regulations		
CHCN	Community Health Care Network		
CMSA	Consolidated Metropolitan Statistical Area		
СРІ	Consumer Price Index		
CSB	Fairfax-Falls Church Community Services Board		
СТО	Chief Technology Officer		
DAHS	Department of Administration for Human Services		
DD	Developmental Disability		
DFS	Department of Family Services		
DIT	Department of Information Technology		
DMAS	Virginia Department of Medical Assistance Services		
DPMM	Department of Procurement and Material Management		
ED	Emergency Department		
ERP	Enterprise Resource Planning		
FAW	Family Assistance Worker		
FERPA	Family Educational Rights and Privacy Act		
FOCUS	Fairfax County Unified System		
HCD	Department of Housing and Community Development		
HCSIS	Health Care Services Information System		
HD	Health Department		
HFF	Healthy Families of Fairfax Program		
HHS	Health and Human Services		
HIE	Health Information Exchange		
HIPAA	Health Insurance Portability and Accountability Act of 1996		
НМА	Health Management Associates		
HMIS	Homeless Management Information System		
ICCW	Inova Cares for Women		
IDC	Infant Development Clinic		
IDD	Intellectual and/or Developmental Disability		

Key Acronyms

Acronym	Definition	
ISO	IT Security Office	
IT	Information Technology	
JDRDC	Juvenile and Domestic Relations District Court	
M&S	Maintenance and Support	
МССР	Medical Care for Children's Program	
MCH	Maternal Child Health Program	
NCS	Department of Neighborhood and Community Services	
О&Н	Operations and Hosting	
ОСМ	Organizational Change Management	
ОРЕН	Office to Prevent and End Homelessness	
PCI-DSS	Payment Card Industry Data Security Standards	
PH	Primary Health	
PHN	Public Health Nurse	
PHR	Personal Health Record	
PII	Personally Identifiable Information	
PM	Program Manager	
PO	Purchase Order	
RFP	Request for Proposal	
RN	Registered Nurse	
S&H	Speech and Hearing	
SAC	Selection Advisory Committee	
SCC	State Corporation Commission	
SI	System Integrator	
SOA	Service Oriented Architecture	
SUD	Substance Use Disorder	
VAWA	Violence Against Women Act	
VDH	Virginia Department of Health	
WIC	Women, Infant and Children	

The following table outlines key tasks to be performed by the Contractor in concert with the County's HCSIS implementation team, along with deliverables associated with each task which the Contractor will need to produce for the County's review and approval. It is expected that all deliverables will conform as needed to the mutually agreed upon configuration of the HCSIS solution. The County's project manager or designee will approve all deliverables in writing. Detail on each task is provided in this appendix.

TASK	DELIVERABLES
1. Project Initiation	a. Project Kickoff Protocol and Materials Package
Transfer minanen	b. Implementation Plan
	c. Project Management and Communications Plan
	d. Risk Management Plan
	e. Project Documentation and Collaboration Environment Design
	f. Project Progress/Status Report, Issue Log and Change Log Templates
	g. Organizational Change Management Plan
2. Requirement	a. Requirement Elaboration and Specification Definition Protocol and Materials
Elaboration and	Package
Specification Definition	b. Functional Specification Documents
'	c. Requirements Traceability Matrix
	d. Data Integration/Interface Specifications Documents
	e. Deployment Plan
3. Build: Configuration,	a. Project Progress and Status Reports
Customization and	, , ,
Integration	
4. Testing	a. Test Plan including Test Scenarios, Test Cases and Test Scripts
	b. Solution Test Results
Knowledge Transfer	a. Knowledge Transfer and Training Plans
and Training	b. Training Materials Package
	c. End User Competency Assessment Protocol and Tests
	d. System Administrator Competency Assessment Protocol and Tests
	e. Competency Assessment Results
	f. End-User Manuals and Quick Reference Guides
	g. Solution Technical Documentation
Data Conversion	a. Data Conversion and Migration Plan
and Migration	
7. Deployment: Cutover	a. Cutover and Acceptance Plan
and Acceptance	b. Incident and Defect Resolution Log and Report
8. Implementation	a. Implementation Closeout Report
Closeout	
9. Solution Maintenance	a. Solution Maintenance and Support Plan
and Support (M&S)	b. Maintenance and Support Activity Reports
	c. Incident Reports - Solution Maintenance
10. Solution Operations	a. Solution Operations and Hosting Plan
and Hosting (O&H)	b. Incident Reports – Operations and Hosting
	c. Availability and Performance Reports

1. **Project Initiation:** The Contractor will have a repeatable, tested approach for kicking off the implementation of the HCSIS solution. The aim of Project Initiation is to ensure that the County and relevant stakeholders understand and approve of the Contractor's approach to implementation, communications, documentation review and progress tracking throughout the lifespan of the project. Project Initiation will include the following deliverables.

Deliverables:

a. **Project Kickoff Protocol and Materials Package** – By a mutually agreed upon date, the Contractor will provide a documented protocol for project initiation and a package of materials

that, once customized, would be used in meetings, presentations and other project kickoff activities.

- b. Implementation Plan By a mutually agreed upon date, the Contractor will produce a baseline Implementation Plan. The Contractor's Implementation Plan will demonstrate that the Contractor has a thorough understanding of the Scope of Work and what must be done to satisfy the project requirements and will reflect the County's desire for a phased approach to implementation. The Implementation Plan must include detail sufficient to give the County an understanding of how the Contractor intends to:
 - Manage the work;
 - Guide work execution;
 - Utilize Contractor resources for certain project activities;
 - Rely on County resources for certain project activities;
 - Document assumptions and decisions:
 - Facilitate communication among stakeholders; and
 - Define key management review as to content, scope, and schedule.

The Contractor's Implementation Plan shall be constructed in accordance with industry standards, accepted project management principles outlined in the Project Management Body of Knowledge (PMBOK) from the Project Management Institute (PMI), or acceptable equivalent. Additional criteria for the Implementation Plan are reflected in the following:

- The Implementation Plan shall include, at a minimum: a three-level work breakdown structure; project milestones; and deliverables. Furthermore, the implementation plan must address implementation of each phase of the project.
- The Implementation Plan shall also incorporate all locations including Fairfax County locations where the Contractor proposes to perform work associated with the HCSIS project.
- For this project, it will be crucial to coordinate activities and resources with pertinent County staff. Thus, in its Implementation Plan the Contractor must clearly specify deliverables and dates that require DIT's involvement for technical setup and project environments and the involvement of HD and CSB staff in implementation activities.
- The Contractor must build, produce and maintain the project Implementation Plan in Microsoft Project or comparable project management system approved by the County.

The Implementation Plan shall describe the Contractor's process to complete each major project phase (i.e., Project Initiation; Requirement Elaboration and Specification Definition; Build: Configuration, Customization and Integration; Testing; Knowledge Transfer and Training; Data Conversion and Migration; Deployment: Cutover and Acceptance; and Implementation Closeout). This will include the proposed project management methodology, milestone schedule, staffing plan and organizational chart.

- c. Project Management and Communications Plan By a mutually agreed upon date, the Contractor, with input from County staff, will produce a mutually agreeable Project Management and Communications Plan that defines how the project will be executed, monitored, and controlled as well as how various project stakeholders will be engaged throughout the life of the project to ensure all impacted parties are aware of project progress and are consulted as needed. Included will be:
 - A list of deliverables and milestones, describing exactly what will be provided to meet those deliverables
 - Metrics used to determine when deliverables have been met
 - · Project schedule associated with each deliverable

The Contractor is expected to participate in regularly scheduled on-site project management

Tasks to be Performed meetings and provide weekly status reports.

- d. Risk Management Plan By a mutually agreed upon date, the Contractor will produce a Risk Management Plan. The Risk Management Plan must be a forward-looking plan that describes:
 - How the Contractor has already identified based on prior experience and organizational experience - and will, during the course of the implementation, identify issues that could affect the achievement of project objectives;
 - How the Contractor will systematically assess and rank the risk associated with these issues;
 - How the Contractor is already pursuing or would rapidly develop and implement mitigation strategies that effectively address the risks associated with the aforementioned issues; and
 - The tools the Contractor will use for tracking internal (Contractor) and external (County) issues and related risks, including both technical and non-technical issues that could affect the project deliverables, schedule and/or budget.

The County expects that, at a minimum, the plan will contain the following:

- Risk Management Approach This section of the Risk Management Plan should provide a general description for the approach the Contractor will take to identify and manage the risks associated with the project.
- Risk Identification This section of the Risk Management Plan should explain the process by which the risks associated with the HCSIS will be identified. It should describe the method(s) for how the Contractor identifies the risks, the format in which risks are recorded, and the forum in which this process will be conducted.
- Risk Qualification and Prioritization This section of the Risk Management Plan should describe the Contractor's approach to determining the probability and impact of each risk in order to allow the project manager to prioritize the risk avoidance and mitigation strategy. This is usually done with a risk matrix. This section should also explain how risks will be qualified and prioritized for this project
- Risk Monitoring This section of the Risk Management Plan should discuss how the risks in the project will be actively monitored ensuring that it is continuous throughout the life of the project and includes the identification of trigger conditions for each risk and thorough documentation of the process.
- Risk Mitigation and Avoidance Once risks have been qualified, determination must be
 made on how to address those risks which have the greatest potential probability and
 impact on the HCSIS project. This section of the Risk Management Plan should explain
 the considerations which must be made and the options available to the project manager
 in managing these risks.
- e. Project Documentation and Collaboration Environment Design By a mutually agreed upon date, the Contractor will produce a Project Documentation and Collaboration Environment Design document.

The Contractor's Project Documentation and Collaboration Environment Design document must describe the environment which the Contractor would set up to manage the flow of project-related documents and information and to facilitate collaboration among project team members. This environment can take the form of an online "project portal".

f. Project Status Report, Issue Log and Change Log Templates - By a mutually agreed upon date, the Contractor will produce Project Status Report, Issue Log and Change Log templates for use throughout the implementation. These documents will provide, respectively: current, valid information about the implementation's status by task; a

comprehensive compendium of triaged, prioritized implementation issues for discussion with the County; and a comprehensive record of changes to solution scope, design and configuration which have been agreed to by the Contractor and the County.

- **g.** Organizational Change Management Plan By a mutually agreed upon date, the Contractor will produce an Organizational Change Management Plan to include protocol, staffing, and method of communicating changes.
- 2. Requirement Elaboration and Specification Definition: Subsequent to project initiation, the Contractor will undertake requirement elaboration and specification definition activities including but not limited to design sessions/workshops with select County personnel. This will require the discovery and documentation of current business practices, including mapping and workflows for HD and CSB programs. This work will include eliciting and documenting input from stakeholders to gain an understanding of user requirements and needs, work across teams to identify new workflows, and determine the user priorities of the system. The Contractor must be conversant with the business environment in community behavioral and primary health to address potential roadblocks, challenges or risks. A gap analysis is required to determine the differences and distinctions between current practices and proposed system features and functions, and solutions to those gaps.

The aim of Requirement Elaboration and Specification Definition is to clearly outline the detailed design and configuration of the HCSIS solution and identify any required customization. This task must be completed in accordance with the dates set forth in the approved implementation plan and must:

- Identify required product modifications,
- Determine interface requirements, and
- Modify the implementation plan as deemed appropriate.

The solution shall be implemented in a manner that will allow for the evolution of operations and business practices with minimal impact and rework. As a result of these activities, the implementation and deployment plans may need to be modified.

It is expected that, as part of this task, the Contractor will engage in analysis of current-state processes and recommendations regarding changes to these processes or the engineering of entirely new processes with the goals of facilitating HCSIS implementation and enabling improvements in organizational performance, care processes and related outcomes, and customer service.

The following deliverables are relevant to this task.

Deliverables:

- a. Requirement Elaboration and Specification Definition Protocol and Materials Package -The Contractor will conduct requirement elaboration and specification definition activities in accordance with its proposed protocol. The protocol will be outlined in the Requirement Elaboration and Specification Definition Protocol and Materials Package, to be completed in accordance with the dates set forth in the approved implementation plan. The protocol must simultaneously account for a phased implementation and the need to engage stakeholders from multiple agencies in certain requirement elaboration and specification definition activities.
- b. Functional Specification Documents -
 - In accordance with the dates set forth in the approved implementation plan, the Contractor will develop Functional Specification Documents which it will submit to the County for review in a manner prior approved by the County. This document should be a detailed description, from a user's perspective, of what the solution will look like and how it will behave. Functional specification documents will serve multiple purposes, including:
 - Configuration and, if applicable, customization instructions to developers;
 A basis for estimating configuration/customization level of effort and work

duration:

- · Agreement with the County on exactly what will be built; and
- A point of synchronization for the whole project team.

The Functional Specification Documents will also be inputs to implementation and deployment plans. After functional specifications are reviewed and approved, changes to the specifications will require County approval.

- c. Requirements Traceability Matrix The County expects that a major deliverable of this task is a detailed functional requirements traceability matrix. The matrix will be completed in accordance with the dates set forth in the approved implementation plan. This matrix will reflect the actual configuration required to implement the system. This matrix will be used throughout the life of the project, including acceptance testing. No changes should be made between the contracted terms of RFP Attachment D, E, F and G and the Requirements Traceability Matrix deliverable.
- d. Data Integration/Interface Specifications Document The Contractor will specify and document the need to exchange or accept data from other information systems and how said data will be transmitted. For each interface for which the County assigns ownership to the Contractor, the Contractor will define the interface in terms of format, content and transmission method. At a minimum, this document will include:
 - The concept of operations for each interface;
 - Definitions of the message structure and protocols that govern the interchange of data;
 - Identification of the communication paths along which the project team expects data to flow;
 - A description of the data exchange format and protocol for exchange;
 - A general description of each interface;
 - Assumptions where appropriate: and
 - Estimated size and frequency of data exchange.

The Data Integration/Interface Specifications Document will be completed in accordance with the dates set forth in the approved implementation plan.

- e. Deployment Plan The Contractor will define a deployment plan for the HCSIS solution. The Deployment Plan should be produced in accordance with the dates set forth in the approved implementation plan. This document should be comprised of two sections, the Deployment Strategy and the Deployment Plan. The Deployment Strategy section will be used to formulate a deployment approach for the HCSIS solution and should include timeline information, a description of the deployment approach (such as waves, regular release cycle, "big bang" and direct installation vs. parallel installation), and associated benefits, assumptions and risks. The Deployment Plan section will contain schedule and resource information, the engagement and promotion strategy, deployment methods, technology infrastructure and support considerations, deployment testing and training requirement, and any known conflicts or issues with the software.
- 3. Build: Configuration, Customization and Integration The Contractor shall perform solution configuration, as-needed customization and integration activities in accordance with the implementation plan and the outputs of the requirements elaboration and specifications definition task.

It is expected that, as part of this task, the Contractor will partner with DIT to develop and agree on specifications for operating hardware and software, end user hardware and software, and other information technology assets and services for which the County would be responsible.

The Contractor shall configure the solution to meet operational and performance requirements, including but not limited to setting up multiple user environments, all internal and external interfaces,

and information security mechanisms. The following deliverables are relevant to this task.

Deliverables:

a. Progress Reports and Status Reports - The Contractor will provide regular updates on project status to the County project manager. Such updates shall include, but not be limited to: all completed or pending actions, status of deliverables, variances from implementation plan, and planned versus actual delivery dates. The County reserves the right to specify the mode and frequency of these updates after project initiation and to request updates and modifications to the mode and frequency at any time during the project.

Along with the County's project manager, and in accordance with the Project Management and Communications Plan, the Contractor will participate in project briefings and supply content for communications materials that convey project status and progress to executive sponsors and key stakeholders.

4. Testing – The Contractor must demonstrate through a formal, prior-approved testing process that the solution performs as required from various remote facilities and that the system appears to meet or exceed the County's functional and technical requirements. The testing process will incorporate all levels of testing: unit/module, integration, system and end user acceptance. The Contractor and the County shall mutually develop specific written criteria for any testing that will objectively measure each functional and technical requirement. Deliverables relevant to the task of testing are listed below.

Deliverables:

- a. Test Plan including Test Scenarios, Test Cases and Test Scripts The Contractor will submit a comprehensive Testing Plan to the County in accordance with the dates set forth in the approved implementation plan. The County anticipates considerable collaboration with the Contractor in the plan's construction. Testing will include all software components in accordance with published functions and features, based on business scenarios and user friendliness. Interfaces will be tested based on design and business scenario. At a minimum, the test plan must incorporate unit, integration, usability, performance, interface, load, fail-over and security tests. For each of the various types of tests that will need to be performed, the Testing Plan must outline the following:
 - Scope;
 - · Objective;
 - Roles and Responsibilities;
 - Test Schedule;
 - Test Execution Protocol/Workflow;
 - Assumptions for Test Execution;
 - Constraints for Test Execution;
 - Test Scripts these must be tied to functional requirements;
 - Test Data Requirements;
 - Test Resource Requirements:
 - Expected Results:
 - Acceptance Criteria (including item pass/fail criteria);
 - Issue Tracking;
 - Issue Reporting;
 - · Testing Status Reports;
 - Phase Completion Reports;
 - · Test Final Report Sign-Off;
 - · Risk Mitigation;
 - Testing Facilities;
 - Testing Tools;

- Issue Tracking Tools;
- Issue Severity and Priority Definition;
- · Issue Reporting; and
- · Remediation Process.
- b. Solution Test Results The final acceptance test must use Fairfax County approved data which adequately represent the live system and include report generation. The Contractor must test back-up/recover and failover features successfully. The failure of any specific portion of the test will require that the entire test be rerun, not just the failed portion of the test. The system is accepted only when the County project manager has reviewed documented Solution Test Results and certified in writing of final acceptance of the product. No warranty period shall begin until after such certification of successful acceptance testing is issued from the County.

In addition, the Contractor shall conduct the follow testing and provide documented results:

- Performance Testing: In cooperation with the County, the Contractor shall test the Solution to endpoint workstations located within and external to the County's data network. At its preference, the County may monitor internal bandwidth during this testing.
- Stress Testing: The Contractor shall perform stress testing in collaboration with the County to assess the solution's performance under realistic load conditions, to determine under what conditions the solution will degrade, and to specify sufficient hardware for a full deployment. Based on an analysis of the test results, the Contractor shall recommend actions to improve performance, if necessary.
- Security Testing: The Contractor shall perform security and vulnerability testing in collaboration with County to assess the Solution's security. The cost of this evaluation shall be incorporated into the Cost Proposal. The Contractor must provide a distinct environment for testing activities. Based on an analysis of the test results, the Contractor shall recommend actions to improve security, if necessary.
- For a proposed hosted solution, the Contractor will provide results of vulnerability scans conducted within the last year.
- 5. Knowledge Transfer and Training The Contractor shall conduct on-site knowledge transfer and training activities for County project team and system administrators and County staff end users. The aim of Knowledge Transfer and Training is to ensure that County staff, including administrators and end users, have the knowledge and documentation to use and support the solution beyond implementation.

The Contractor shall discuss and reach agreement with the County on the optimal staging and provision of knowledge transfer and training activities.

The County shall provide space sufficient for conducting training, housing, and securing training equipment. The County will assist the Contractor in the scheduling of training programs. If the solution go-live date is significantly delayed due to the Contractor's actions or faults, any repeat training sessions as determined by Fairfax County must be performed at no cost to the County.

It is expected that, as part of this task, the Contractor will bring to bear resources with organizational change management (OCM) expertise and incorporate OCM best practices and techniques into its training plan.

For this task, the following deliverables are relevant.

Deliverables:

- a. Knowledge Transfer and Training Plans The Contractor will develop and execute, in cooperation with the County, a Knowledge Transfer and Training Plan that will be approved by the County project manager. The plan should be completed in accordance with the dates set forth in the approved implementation plan and shall outline separate, detailed approaches for two distinct audiences: system administrators and end users.
 - For each audience, (system administrators and end-users), the Knowledge Transfer and Training Plan shall include at a minimum:
 - A recommended approach or approaches to knowledge transfer (system administrators) or training (end-users); the approaches should be designed for adult learners possessing a variety of backgrounds, experiences, and learning styles and should recommend approaches for an organization of the County's size and complexity;
 - o A recommended approach to acquired skills assessment;
 - An inventory of tasks, deliverables and resources necessary to complete the knowledge transfer or training effort, including tools and documentation necessary to support the proposed effort; and
 - For each method or course:
 - A course description:
 - The target audience (system administrator, end user or other);
 - Proposed training goals;
 - Proposed training standards;
 - The specific plan for training relevant personnel
 - The delivery timeframe (by phase, implementation step) with a strategy for providing training early in the project to allow the training goals to be implemented throughout the project life cycle;
 - A description of training deliverables and format (i.e., online, written documentation, course materials); and
 - A description of skill sets achieved at the end of training and how training effectiveness will be measured and addressed.

The Contractor's County-approved training schedule must be closely coordinated with County staff to coincide with the installation of the software and hardware. Upon acceptance by the County project manager, the Contractor shall implement the approved plan.

- b. Training Materials Package The Contractor will organize and/or develop materials for use in training activities. Materials should include training guides with sufficient detail to be employed by future trainers in addition to materials for use with training participants. The County will review and approve these materials prior to their use and expects to receive final versions of training materials in hardcopy and electronic formats. All training materials must be edited to reflect the County's specific environment, technology, and post-configured screen shots. The county will have full authority to edit/customize all Offeror provided end user and system administrator training documentation.
- c. End User Competency Assessment Protocol and Tests The Contractor shall develop and implement mechanisms to measure progress and to assess the quality of training provided. The Contractor shall produce documentation to demonstrate success with the following outcomes:
 - 85% of County-identified HCSIS end users complete training, and
 - 100% of HCSIS end users who complete training perform satisfactorily on assessments of HCSIS competency

- d. System Administrator Competency Assessment Protocol and Tests The Contractor shall develop and implement mechanisms to measure progress and to assess the quality of training provided. The Contractor shall produce documentation to demonstrate success with the following outcomes:
 - 100% of HCSIS system administrators complete training, and
 - 100% of HCSIS system administrators perform satisfactorily on assessments of HCSIS competency
- e. Competency Assessment Results The Contractor shall provide reports that document results of any exams, tests and other verifications of end user and solution administrator competency with applicable functionality of the HCSIS solution.
- f. End-User Manuals and Quick Reference Guides The Contractor shall be responsible for providing sufficient reference materials and takeaway documents, such as user manuals, user guides, video tutorials, or "cheat sheets" to complement initial knowledge transfer and training activities and to provide follow-up reference material for trainees and future users. The County will review and approve these materials prior to their use.
- **g.** Solution Technical Documentation The County requires that the Contractor maintain and make available full documentation of the solution, including all data interfaces within the Contractor's span of control, throughout the life of the contract.

6. Data Conversion and Migration

As a critical part of implementing the HCSIS solution, the Contractor shall perform all applicable data conversion and migration activities, to include at a minimum, all Credible and Avatar data in conjunction with County staff.

Deliverable:

- a. Data Conversion and Migration Plan The Contractor will be required to develop a Data Conversion and Migration Plan that will position the County to realize the benefits of an integrated system. The plan will be produced in accordance with the dates set forth in the approved implementation plan. The plan should outline:
 - The scope of data conversion activities;
 - An inventory/catalog and profile of data to be converted, this will include at a minimum all Credible and Avatar data;
 - The approach to be followed for all data conversion and migration activities for the HCSIS functional areas including a detailing of specific activities, their durations and applicable dependencies;
 - A list of applications impacted;
 - A list of conversion and reconciliation tools to be employed;
 - An outline of conversion roles and responsibilities;
 - A description of conversion resource requirements;
 - The approach to be followed for data cleanup;
 - The approach and methodology to data translations;
 - The approach to be followed for methodology for conversion testing/validation; and
 - An outline of acceptance criteria.

It is expected that the Contractor's approach to the completion of the following tasks will be addressed in the Data Conversion and Migration Plan:

Ensure database backups are in place;

- Execute data conversion routines/packages;
- Validate converted data to confirm success;
- Revert to backup if conversion failed;
- Provide the County with the results of the conversion and any exceptions;
 and
- Work with the County to resolve nulls and non-converted data
 Provide post conversion support through requested ad-hoc reporting and
 provision of access to the pre-and post- converted data for County
 confirmation analysis.
- 7. **Deployment: Cutover and Acceptance -** As part of implementation, a Cutover Working Group comprised of County personnel, the Contractor, and other stakeholders as deemed applicable will plan and execute the cutover. For a County-hosted system, upon completion of deployment there will be a technical turnover of the solution from the Contractor to DIT.

Deliverables:

a. Cutover and Acceptance Plan - The Contractor is required to provide a solution Cutover and Acceptance Plan that details the process whereby the Contractor will move the fully configured and as-needed customized products that make up the HCSIS solution into production and go-live over multiple phases. The Cutover and Acceptance plan must be produced in accordance with the dates set forth in the approved implementation plan.

The Cutover and Acceptance Plan must address, at a minimum:

- Deployment activities;
- Sequencing of all deployment events;
- Deployment schedule;
- Go/No-Go Decision Points;
- Incident and Defect Resolution documentation and tracking; and
- Cut-off schedule for legacy applications.
- **b. Incident and Defect Resolution Log and Report –** During the course of deployment, and through final solution acceptance, the Contractor shall maintain a document which serves as a combined log/report in which the following information is maintained:
 - Recording and codification of incidents, problems with the solution that
 compromise its availability or performance. At a minimum the following
 information shall be captured for each incident: incident's reporting origin, a
 description of the incident including the incident's impact, and the codification of
 the incident based of potential cause(s), magnitude and resolution priority.
 - Recording and codification of defects, problems with the solution that limit or
 otherwise adversely impact its functionality. At a minimum the following
 information shall be captured for each defect: defect's reporting origin, a
 description of the defect including the defect's scope and functionality affected,
 and the codification of the defect based on potential cause(s), magnitude and
 resolution priority.
 - Resolution of incidents and defects at a minimum, the log/report shall capture, irrespective of reporting origin, interim and final measures taken by the Contractor (and, if applicable, the County) to resolve incidents and defects.
 - Date/time stamps for events associated with all of the above.
- 8. Implementation Closeout Closeout is important to ensure that the Contractor has completed the project work expected by the County based on the agreed-upon project scope, deliverables, schedule and budget. It also is an opportunity to share best practices and lessons learned. It is expected that the Contractor will schedule a Project Closeout meeting with the County to review the project and obtain formal approval that all HCSIS services, products and deliverables have been submitted and accepted and the project is considered complete. The HCSIS Closeout

Report can be used to ensure the project closeout covers all the necessary aspects of the HCSIS project.

Deliverable:

- **a.** Closeout Report When directed by the County, the Contractor will submit a Closeout Report that, at a minimum, will include the following information:
 - Project successes;
 - Project lessons learned;
 - A summary of project evaluation metrics including:
 - Actual vs. planned scope
 - Actual vs. planned budget comparisons
 - · Actual vs. planned schedule comparisons
 - User satisfaction with HCSIS functionality;
 - Benefits gained over previous systems; and
 - Ongoing contingencies/remaining issues or defects.
- 9. Solution Maintenance and Support Upon final acceptance certification, and upon termination of the warranty period, the Contractor will transition into maintenance and support mode. As part of this task, the Contractor will provide technical support and maintenance services as negotiated with the County.

Deliverables:

- a. Solution Maintenance and Support (M&S) Plan The Contractor shall develop a comprehensive Solution M&S plan. At a minimum the M&S plan shall address:
 - Ensuring the contractor's solution continually meets County requirements this includes evaluation of new or revised functionality stemming from programmatic, organizational, legal or regulatory changes and related requirements elicitation and elaboration:
 - Ensuring that solution maintenance windows do not interfere with County business or occur during business hours;
 - Accommodating new legislation and evolving regulations, standards, and County organizational processes;
 - Providing regular and periodic maintenance to the solution on a schedule agreed upon by the contractor and the County; and
 - Ensuring that solution training materials, manuals and reference guides, and technical documentation are kept up-to-date throughout the life of the contract.

The M&S plan shall incorporate the following elements:

- · Scope;
- · Resource Roles and Responsibilities;
- Configuration Management Protocol;
- Change Management Protocol;
- · Levels of Support;
- Onsite vs. Remote Support;
- Service Level Agreements; and
- Reporting and Management Protocols.

b. Maintenance and Support Activity Reports

The Contractor shall produce reports that detail maintenance and support activity; these reports will enable the County to gage maintenance and support activity and to identify trends in support activity that can lead to process improvement, training and other efforts aimed at reducing said activity.

c. Incident Reports - Solution Maintenance

The Contractor shall produce reports that detail incidents associated with solution maintenance activity, e.g. a security patch that had to be backed out and subsequently reapplied after further testing was conducted. The reports shall indicate the cause of any incidents and how the incident was resolved.

10. Solution Operations and Hosting (if applicable) - Upon final acceptance certification, and upon termination of the warranty period, if the Contractor is tasked with operating and hosting the HCSIS solution the Contractor will transition into operations and hosting mode. As part of this task, the Contractor will operate the HCSIS solution - including but not limited to running system jobs - and host the HCSIS solution – including but not limited to supplying the solution's operating environment, monitoring said environment, proactively flagging any availability and performance issues, and rapidly resolving said issues in accordance with the contract between the County and the HCSIS contractor.

Deliverables:

a. Solution Operations and Hosting (O&H) Plan

The Contractor shall develop a comprehensive Solution O&H plan. The O&H plan must, at a minimum, incorporate the following elements:

- Scope;
- Resource Roles and Responsibilities;
- Job/Job Stream Processing Protocol:
- Availability and Performance Monitoring and Tuning Protocols;
- Availability and Performance Measures;
- · Service Level Agreements; and
- Incident Reporting and Management Protocols.

b. Incident Reports - O&H

The Contractor shall produce reports that detail incidents associated with solution operations and hosting activity, e.g. a firmware update that had to be backed out and subsequently reapplied after further testing was conducted. The reports shall indicate the cause of any incidents and how the incident was resolved.

c. Availability and Performance Reports

The Contractor shall produce reports that detail availability and performance of the HCSIS solution as a whole and, as deemed applicable, the availability and performance of select HCSIS modules or components. Availability and performance shall be measured based on a mutually agreed upon methodology.

Fairfax County Proposed Phased Approach to HCIS Build and Deployment PHASE 1 PHASE 2 PHASE 3 PHASE 4 "Core Build" Month: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 HCSIS module/functionality cluster: Activity management, * * * documentation and coding * * * * Operations management Revenue cycle management • * * * Care management including * ***** * * comprehensive care record functionality * * **♦ ♦** Health analytics * Patient engagement * Provider decision support * Health Department (HD) Community Services Board (CSB) **Both HD and CSB** Go-live, functionality implemented within a phase * Transition to steady-state operations, functionality implemented within a phase Note: the timing of implementing interfaces deemed "lower priority" (refer to Attachment F) will be determined with the Contractor.

Profile of Current Systems

	KEY INFORMATION BY SYSTEM				
System ID	ltem	Description	ltem	Description	Current Upgrade/Enhancement Plans (including time and cost estimates)
AVATAR (Health Department)	Time in production Application release level	13 years Software: Avatar PM 2015, Middleware: RADPlus 2006, Database: Cache 2008	Application operating environment description	UNIX-SUN Solaris 10	
	User counts	- 250 unique authorized users - Number of prescribers: 10 - Number of licensed providers: 5 physicians, 3 nurse practitioners, 210 public health nurses	Data storage environment (if separate from application)	Same as application server.	
	Record counts	- 87,000 clients received services in the past 3 years.	description		No upgrades planned. System upgrades,
	Transactions processed/ time period	- 478,000 services recorded in the past 3 years. NOTE: at present the Health Department is only leveraging Avatar practice management functionality (i.e. clinical documentation functionality is not being used). Therefore the number of individual Health Department transactions recorded/captured in HCSIS is expected to be significantly higher than current volume 18,000 claims generated on average per month. NOTE: claim volume is expected to rise as the Department expands billable services and contracts with a variety of payers.	(highlights)	Tiered architecture with software, middleware and database. Web- enabled client server. Using InterSystems Caché 2008 - Caché database has SQL layer embedded for some but not all tables.	patch installs, etc. have been suspended for the past two years.
CREDIBLE (Community Services Board)	Time in production	Approximately 6-years	environment description Data storage environment (if separate from application)	Hosted web-based solution running on Windows servers with an SQL database	
	Application release level	Application consist of multiple modules that are updated during the monthly maintenance updates if needed.		for record storage.	
	User counts	- 1,098 unique authorized users - Number of prescribers: 64 - Number of licensed providers: 369 staff with Virginia licenses		Data stored on Windows SQL services in local data management facility with hot site in another location for disaster	No major upgrades planned.
	Record counts	- 144,000 client records - Over 5 million service records		recovery.	
	Transactions processed/ time period	- Approximately 1 million per year.	Application architecture (highlights)	Modular application with standardized user menu interface providing access to clinical/medical information, business intelligence reporting, scheduling, electronic prescriptions, mobile access for Windows and iOS devices, and customizable form building for entering data.	

OVERVIEW

Fairfax County envisions a client-focused Health and Human Services System defined by the ability to address a client's full range of immediate and underlying physical, behavioral and social needs with a well-orchestrated, timely and comprehensive array of County services and supports from different County resources.

To achieve this end, the County seeks to implement a health record and information sharing system for those agencies involved directly in the management and delivery of physical and behavioral health services and the coordination of said services with other County services, e.g., justice, public safety and human services. This system is hereafter referred to as the **Health Care Services Information System (HCSIS)**. HCSIS will support a multifaceted care record that can be used by a diverse team of individuals based within various agencies supporting complementary programs. HCSIS will capture client information, health goals, care management, monitoring and evaluation information. Additionally, HCSIS will enable optimized work flows, timely yet secure role-driven access to data, powerful analytics, and the ability for providers and clients to interact efficiently and effectively.

HCSIS USE CASES

The following use cases, herein grouped into *use case families*, are a sampling of scenarios that build upon the current state of delivery and management of County health services to envision a HCSIS-enabled future state. Offerors must be able to demonstrate that their proposed solutions can support the activities outlined in this document. However, please note that:

- ✓ The use cases do not encompass all HCSIS system requirements. They are intended to be used in conjunction with various requirements matrices the Functional Requirements Matrix, Technical Requirements Matrix, Interface Matrix, and Mandated Forms Matrix to reflect what the County desires from the HCSIS solution.
- ✓ The focus of these use cases is to highlight core agency and interagency HCSIS functionality that will be required for information capture, information sharing and collaboration across programs and services.
- ✓ A deeper dive into specific program and service workflows will occur after a contractor is selected, as part of the HCSIS requirements elaboration and specification definition task (refer to RFP Appendix C).

Several cross-cutting assumptions apply across all use cases:

- 1. As part of the commitment to integrated, person-centered approach to providing County services, HCSIS will support collection, documentation, sharing and analysis of physical, behavioral and social data related to client needs across multiple agency programs.
- 2. HCSIS will integrate information from various systems including County systems and systems external to the County.
- 3. HCSIS will support advanced and, in some cases, automated workflows by enabling information capture and the application of that information to drive protocols and decisions.
- 4. HCSIS will enable timelier, more efficient referrals and scheduling, as well as tracking, notifications and other timeliness/productivity supports.
- 5. Within HCSIS, all documentation of client information included Protected Health Information (PHI) will adhere to all applicable laws and regulations.
- 6. User access in HCSIS will be governed by "need to know" in accordance with all applicable laws and regulations.

7. Within HCSIS users and roles will be configured to ensure that the appropriate staff get the appropriate (i.e. not excessive, unnecessary or counterproductive) alerts, triggers, and flags particularly in scenarios where there are multiple handoffs.

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USE CASE FAMILY #1

AGENCY STAFF AND/OR PROVIDERS PROVIDE HIGHLY COORDINATED PHYSICAL, BEHAVIORAL AND SOCIAL SUPPORTS TO CLIENTS PRESENTING FOR HEALTH CARE SERVICES IN VARIOUS SETTINGS ACROSS THE COUNTY

When a client presents for services at a particular agency setting, HCSIS needs to enable an agency staff member real time access to a client's comprehensive care record to:

- 1) Obtain background information;
- 2) Document information relevant to all relevant client-related interactions; and
- 3) Support subsequent workflows related to the appropriate scope of assessment, planning, authorization, coordination, and monitoring.

#1A. Adult Detention Center

Individual is booked into Adult Detention Center (ADC) with chronic health conditions (physical and behavioral) requiring medication management (note- ADC does have an electronic health record system)

Agency/Staff Involvement: Sheriff's Office/ADC, Health Department (HD), Community Services Board (CSB), Police/Fire/Rescue (City and County), Community Providers (Hospitals, Specialists)

•	/ariables/Activities s; they do not necessarily connote a "hard" sequence		HCSIS Functionality Supports
Client brought to jail facility health care needed.	and screened for possible diversion if urgent	•	Query HCSIS Comprehensive Care Record (CCR) to see if history about client is available. If HCSIS CCR has a record for the ADC client, upload client information in CCR to the ADC EHR. If HCSIS CCR has no record for the ADC client, activate new record in CCR based on query.

Key Variables/Activities	HCSIS Functionality Supports	
Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		
2. Maintain synchronicity between HCSIS and ADC EHR.	Based on HCSIS-ADC EHR interface and related record management	
	rules, update information in both systems based on services rendered to	
	ADC client.	

#1B. Merrifield Center (CSB) Walk-In

Individual presents at Merrifield Center (or another CSB site) without an appointment, seeking health care

Agency/staff involvement: Merrifield Center, Other CSB sites, Community Health Care Network (CHCN)/Inova Clinic, HD

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
 Client walks into a CSB facility (e.g. the Merrifield Center) requesting to see someone for health care (need could be for behavioral or physical health, and client might also benefit from social supports). Reception staff collects or verifies information as part of intake assessment: Relevant demographic info Current and/or past physical and behavioral health care diagnoses/ treatment/ medications/providers County services received and location, e.g. homeless program d. Individual's current priorities, e.g. symptoms, needs using screening instrument. 	 Client checks in at kiosk or with reception staff. Reception staff queries system to find whether the individual has a record of receiving services from County health care providers. If new to the system, new case form opened and information entered to create client record. If former/current client, record opened and updated with information gathered during date of this interaction. Health screening instrument (form) opened and current screening and assessment findings entered. Where appropriate, client can complete initial intake and screenings/risk assessments electronically in the waiting room by entering the information directly into a tablet or other electronic instrument. When this is not possible or when there are long lines, there should also be an option to complete forms on paper and/or
	for staff to complete the forms.
3. Individual referred in a "warm handoff" to appropriate care/case manager at a Community Health Care Network (CHCN) clinic or other clinic/provider for further assessment and care planning as appropriate a. Name of previous/current care manager	 Query client record to identify previous and/or current care/case manager (related to County programs), providers, care team members (e.g. physical health, behavioral health). Document care team lead and members in client record.

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports	
 b. CSB clinician/care manager as applicable c. Other program case manager as applicable (e.g., homeless program). 	 Generate referral/electronic message to facilitate warm handoff(s). Query and schedule appointment as appropriate. 	
4. Care manager meets and works with client to develop initial care plan: a. Client goals b. Care team c. Initial interventions d. Referrals e. Milestones.	 Enter additional assessment information. Send requests to providers (internal/agency and external) for additional background information as appropriate. Complete care plan documentation in appropriate care plan template/form and save in client record. Generate electronic provider referrals and send accompanying background information. Electronically query provider availability and schedule appointments. Electronically set tracking/monitoring alerts/notifications for key milestones. 	
 5. Care plan activities initiated: a. Client meets with primary care provider as appropriate who updates assessment and care plan b. Client meets with behavioral health provider as appropriate who updates assessment and care plan c. Medications prescribed and filled as appropriate d. Specialty care referrals for physical/behavioral/substance use disorder (SUD) assessment and treatment made as appropriate e. Care manager meets with client to review care plan and plans care coordination activities f. Care manager arranges/refers/conducts health promotion activities as appropriate g. Monitoring schedule identified and planned. 	 Providers open client record and add assessment and care plan information. Generate/fill prescriptions for required medications via e-prescribing and pharmacy fulfillment. Electronically query provider availability and schedule appointments. Generate electronic referrals and send accompanying background information. Electronically receive reports from external providers and attach to client record. Generate notifications to care manager/care team that information is received and available. All health-related encounters documented in appropriate forms within client record. Secure patient portal allows client to access and update their information, view and schedule appointments, view educational information, etc. 	

#1C. Psychiatry Visit at CSB Site by Behavioral Health (BH)/Substance Use Client
Individual receiving Medication Services comes to CSB site for a Doctor's appointment and prescriptions

Agency/staff involvement: CSB sites, County Pharmacy services, outside pharmacies, Drug Enforcement Agency (DEA)

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
 Client arrives at CSB facility and checks in for scheduled appointment: a. Provides name and reason for appointment b. Updates demographic information c. Completes screening tool. 	 Pre-appointment, the client has the option to log in to Patient Portal prior to arriving at CSB facility for appointment, and complete necessary demographic information and screening forms. Alternatively, upon arrival at the facility client uses kiosk to check in for appointment and is prompted to: Review and updates demographic information as appropriate Complete screening questions. If no electronic log in, CSB staff queries system to find whether the individual has a record of receiving services from County health care providers and verifies scheduled appointment)
 Staff visits with individual (and family as appropriate) to collect information prior to visit with clinician/prescriber: a. Verifies information provided as part of intake assessment b. Collects height, weight, vital signs c. Conducts health screening i. Physical/behavioral/social status ii. Medication management information per assessment protocol. 	 Staff reviews client record Notes previous screening results Reviews current medication orders. Document height, weight, vital signs. Health screening/assessment form(s) opened and information entered (assumes client did not complete screening prior to visit). Client-reported information related to medication management entered.
 Clinician/psychiatrist visits with client to conduct assessment of risks/needs/reported well-being: Conduct psychiatric evaluation Assess physical/social factors. 	 Query client record to see lab values (relative to metabolic syndrome), weight gain or loss, prescribing record. Review current screening scores. Review care plan in client record. Document assessment findings in client record.
4. Clinician discusses findings with client and creates/updates care plan based on current assessment findings and client goals:	Clinician checks statewide prescription database for Opioid/Benzodiazepine use history.

Key Variables/Activities	HCSIS Functionality Supports	
Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		
a. Referrals (primary and/or dental care)	Care plan opened and updated	
b. Recommended medications	 Progress note entered. 	
c. Education/resource information regarding medication	System queried for referral appointments	
management	 Referral generated with scheduled appointment 	
d. Recommended monitoring/appointments.	 Client information viewed on screen and printed out and/or 	
	sent via email/text.	
	System queried and next medication management appointments set	
	o Lab draw	
	 Visit with prescribing clinician. 	
5. Clinician prescribes medications.	Clinician verifies rights as a prescriber in the system	
·	 ID proofing authenticates practitioner (dual factor): DEA/ 	
	Controlled Drugs System – refer to NIST Special Publication	
	800-63: Digital Identity Guidelines	
	 Set up of staff in system with privileges to prescribe and 	
	access prescription information (credentials, licenses and	
	DEA #, insurance IDs, taxonomy information gathered).	
	Electronic prescription written in system	
	Checks in system against contraindicated drugs, allergies	
	Checks for Prior Authorizations (impending for Controlled)	
	Drugs but not currently in system).	
	Electronic Prescription sent to pharmacy	
	Controlled Drug Prescription printed on watermark paper	
	which individual will then take to pharmacy.	
Follow up activities verified with client and appointment ended		
a. Warm handoff to staff to review with client recommended	Information generated for client Original and for violates a small.	
	Printed and/or via text or email. Admits ring/core accordination milestence (flags entered into systems)	
medication management, care coordination activities,	Monitoring/care coordination milestones/flags entered into system.	
appointments	Practitioner documents services in the system.	
b. Staff notes agreed upon care coordination steps/milestones	Services are billed out by Intensity level to appropriate payer and	
c. Clinician completes billing and required documentation	utilizing appropriate Current Procedural Terminology (CPT) codes tied to	
d. Review medication plan and prescribe as appropriate	appropriate diagnosis and visit type.	

Key Variables/Activities	HCSIS Functionality Supports
Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	
e. Individual referred in a "warm handoff" to appropriate	Client satisfaction survey is conducted with results aggregated
care/case manager in CHCN clinic or other clinic/provider	electronically.
for further assessment and care planning as appropriate.	

#1D. Emergency Department (ED) Visit by Adult with BH/Substance Use Disorder (SUD) Adult with CSB service plan visits Emergency Department with complaints of back pain, talking incoherently and appearing intoxicated Agency/staff involvement: Hospitals in the County, CSB, HD, SUD providers

Key Variables/Activities	HCSIS Functionality Supports	
Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	,	
 Patient signs in to a hospital ED with complaints of severe low back pain and provides information (as possible) a. Current/past County client b. Demographics c. Complaints/symptoms. 	• N/A	
 ED staff collects or verifies information as part of intake assessment (dependent upon patient condition) a. Demographics b. Insurance coverage/eligibility for county programs/services c. Health history (current and/or past physical and behavioral health care diagnoses/treatment/medications/providers d. Individual's current priorities e.g., symptoms, needs using screening instrument. 	 ED staff runs Health Information Exchange (HIE)-facilitated query into HCSIS CCR to see if history about client is available If HCSIS CCR has a record for the client, provide client information entered to create client record Record auto-populated with information from patient sign in. If HCSIS CCR has no record for the client, activate new record in CCR based on query result. 	
3. CSB clinician and ED staff consider past health history and then meet with and examine the patient a. Health history i. Back pain ii. Ethyl Alcohol (ETOH)/drugs iii. Treatment iv. Current care/case manager	 ED staff reviews CCR data for relevant health/treatment history to determine most recent treating clinician/case manager, location for BH and SUD treatment and dates of services and history of ED visits. Admit, Discharge, Transfer (ADT) real-time notification re: individual being in ED, along with screening information, sent to CSB clinician/case manager. 	

	Key Variables/Activities		HCSIS Functionality Supports
	Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		
	b. Physical health status	•	HCSIS automatically queries Statewide Prescription database (directly or
	c. Mental health status.		HIE-facilitated) re: Opioids, Benzodiazepine.
4.	Based on findings (history of spinal condition with back pain treated	•	CSB clinician document observations/findings in client record
	with opioids, mental health diagnosis of bipolar disorder, current opioid		(encounter, assessment form).
	and alcohol abuse, no current change in back condition) ED staff, CSB	•	CSB case manager updates client service plan based on ED event and
	clinician and CSB case manager confer and decide not to admit the		related disposition.
	client and refer him/her to CSB for further assessment and follow up.		
5.	Team confers, develops, agrees on and documents ED discharge plan:	•	CSB case manager updates client service plan based on discharge plan.
	a. Stabilize with pain medication in ED	•	Orders/referrals documented in care record.
	b. Referral to detox/BH provider	•	Query HCSIS for BH/SUD provider/facility and appointment availability.
	c. Referral for pain management	•	If applicable, referrals generated.
	d. Case manager facilitates warm handoff to BH/SUD provider	•	Relevant information made available to client in printed form and via
	or other (e.g., Detox).		Patient Portal.
6.	BH/SUD provider conducts intake, assessment and develops treatment	•	BH/SUD provider queries CCR.
	plan	•	Assessment and care plan documented (encounter record forms)
	a. Reviews history		 Patient recovery goals and milestones.
	b. Works with patient to determine treatment and recovery	•	Treatment/progress documented (progress note template).
	goals and plan	•	Transition plan documented.
7.	Treatment/follow up encounters occur and are documented.	•	Referrals generated with attachments (background info).
8.	Progress against recovery goals is monitored.	•	Client can access patient portal and securely message provider(s) with
9.	Transitional care initiated when appropriate		questions/concerns.
	a. Care conference occurs to assess, revise and/or discharge		
	the individual to a step-down level of care or other ongoing		
	plan.		
10.	Individual referred in a "warm handoff" to appropriate care/case		
	manager in CHCN/pain clinic or other clinic/provider for follow-up.		

#1E. Adolescent at Clinic for Pregnancy Test

An adolescent presents at County's Annandale clinic for a pregnancy test that leads to discovery of infectious diseases

Agency/staff involvement: Health Department, Inova Cares Clinic for Women (ICCW)

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports	
 1E.1 Registration and Initial Intake Sixteen-year-old walks in to the clinic requesting a pregnancy test. a. Intake worker engages translator and talks to client to obtain consent and explain testing procedure. The clinic Public Health Nurse (PHN) meets with client and the interpreter and performs the pregnancy test in the office. The result is positive. Using a face-to-face interpreter, the PHN conducts assessment to learn more about her pregnancy and her pregnancy decision. Client tells the PHN that she arrived from Guatemala 10 weeks ago hoping to get back together with the father of the baby. Client is living with her sister, a house cleaner in Falls Church, who is supporting her. Client has had 5 years of school and is not currently in school. Client is a first-time mom, although she did have an abortion following a rape when she was 14. She says she was depressed after the abortion, but is happy to be pregnant now. Working with the interpreter, the PHN administers a depression screen (Spanish version). Since client is newly arrived to this country from a Zika endemic area, the PHN initiates Zika testing by collecting specimens to send to the lab and notifying the Communicable Disease (CD) unit. Through an interpreter, the PHN explains and carries out next steps with the client: a. Documentation that the client needs to bring for her next appointment with the family assistance worker (FAW) b. Prenatal care provided (flu shot, prenatal vitamins) c. Escorts client to the check-out desk to pay for her pregnancy test and make her next expedited appointments for the FAW and for Tuberculosis (, TB) screening and testing, Zika testing follow-up. 	 Client signs in at reception kiosk using Spanish translation screen. Reception staff opens new record. Reception staff sends notice to request that an interpreter be present Documents translator participation in the interview. PHN documents positive pregnancy test in care record. PHN documents Zika test and system flags Communicable Disease (CD) unit of Zika test being requested. PHN opens Spanish version of depression screen and enters data provided by client via the interpreter. PHN documents assessment findings, and care plan steps using template. PHN prints off relevant materials in Spanish for the client. The PHN generates electronic referrals to the Maternal Child Health (MCH) and the Healthy Families of Fairfax (HFF) programs. On the referrals, the PHN notes the client's history of depression, abortion, rape, and poor support systems. The PHN also notes the results of the depression screen. Referral to MCH program triggers MCH Manager to assign an MCH PHN to work with the client. Reception staff schedules TB and Zika-related appointments. 	

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
1E.2 Follow-Up Activities: TB and Zika Screening/Testing 1. The clinic PHN meets with the client and conducts TB risk screen assessment which indicates that Client should be tested for TB; collects blood for the QuantiFERON Test (QFT). 2. PHN provides client with information about check out and making her ICCW appointment for prenatal care a. Since client was tested for Zika, she needs an expedited appointment for ICCW b. Admin contacts ICCW to make the appointment. 3. Lab/testing results trigger follow up. a. The Zika test is positive and the CD unit adds the client to the pregnancy registry for follow-up b. The QFT is positive. The clinic PHN calls Client to tell her the results and to arrange a chest x-ray appointment. 4. Chest x-ray results sent to TB doctor a. TB doctor reviews the QFT results and the chest x-ray b. Since chest x-ray is negative for TB, and since Client is a good candidate for LTBI, Dr. recommends that treatment for the client after she delivers the baby. 5. Client goes to her ICCW appointment and is found to have an STI a. ICCW prescribes medication sends a prescription; script to thebe filled at HD pharmacy b. The pharmacist fills the prescription and sends medication to Health Department's Annandale District Office (ADO) for the client to pick-up. 6. The ICCW Liaison takes follow-up steps: a. Contacts the client to ask her partner to come in to the next STI clinic for testing b. Clinic PHN is informed about positive STI. The liaison also contacts the clinic PHN to let them know that client is positive for an STI.	 PHN documents TB risk screen, Zika testing and expedited referrals/appointments in health record. Admin queries system requesting expedited appointments and schedules them. ICCW staff has Provider Portal-based access to HCSIS to retrieve all relevant information/documents in preparation for the client's appointment. Lab results indicating positive tests for Zika and QFT are flagged to the PHN and ICCW for review Client added to pregnancy registry based on positive ZIKA test With patient on the phone, chest X-ray is scheduled. TB Doctor orders Latent Tuberculosis Infection (LTBI) evaluation for client post-partum System "flag" entered. STIICCW sends Lab result of positive STD test flags notification to ICCW and clinic PHN ICCW generates e-prescription to treat STI diagnosed at ICCW. HD pharmacy receives and fills prescription Pharmacist sends notice of fulfillment to ICCW and to client that medication is ready for pickup at ADO. ICCW liaison documents in care plan, populates TB follow up template. Clinic PHN documents in care plan, populates STI follow up template. CHCN care manager/care team assignment documented in client's record Lead care manager name Behavioral health practitioner name.

	Key Variables/Activities	HCSIS Functionality Supports
	Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	
7.	CHCN clinic assigns a care manager and care team to the client to	
	ensure coordination across programs and timely monitoring per	
	comprehensive care plan:	
	a. Infectious disease (TB, STI)Communicable and sexually	
	transmitted diseases (TB, STD)	
	b. Prenatal care	
	c. Depression follow up.	

#1F. Family Presenting for Primary Care Services

Family members (pregnant refugee, employed husband, son) with different legal status' present at a County clinic seek primary care services

Agency/Staff involvement: HD/Inova Clinic, Department of Family Services (DFS), Community Services Planning (CSP), Community Partners

	Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
1.	Pregnant refugee presents at clinic seeking primary care for herself, employed husband with no employer-sponsored coverage, and son with no legal status.	 Woman enters names via interactive sign-in screen indicating request to be seen at primary care clinic. She is prompted (in choice of language): Review and update or enter demographic information for she and son (depending on age, assuming he is a child/juvenile) Complete screening questions for herself and son. Husband is prompted (in choice of language) to Review and update or enter demographic information Complete screening questions.
2.	Reception staff talks with woman and family members to collect or verify information as part of intake assessment of health needs and coverage eligibility: a. Relevant demographic information b. Current and/or past physical and behavioral health care diagnoses/ treatment/ medications/providers c. County services received and location e.g. homeless program	 Reception staff queries system for existing records of past/current eligibility and services If new to the system, new case form opened and information entered to create client records. If former/current clients, record opened and updated with information gathered during date of this interaction Eligibility flags/notifications appear when the individual's eligibility/enrollment in health programs or services is at risk or expired (e.g., system shows a notification that Medicaid

	Key Variables/Activities		HCSIS Functionality Supports
	Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		
	d. Individual's current priorities e.g., symptoms, needs using		eligibility is about to expire so that appropriate staff can take
	screening instrument.		appropriate action to assist the client with renewal).
		•	Health screening instrument (form) opened and current screening and
			assessment findings entered for each family member.
3.	Eligibility worker works with each member to assess eligibility for	•	Note: Eligibility determination functions will be performed outside of
	services and apply for coverage		HCSIS, but HCSIS will be interfaced to a solution ("Client Register")
	a. Medicaid: pregnant woman		through which eligibility and enrollment information can be retrieved.
	b. Health Insurance Marketplace (health plan subsidies):		
	husband		
	c. MCCP: son.		
4.	Case manager(s) assigned to work with the family to coordinate	•	Case manager(s) enters relevant information into Service plan template
	development of a service plan:		(form).
	a. WIC	•	Referrals made and entered in the system.
	b. SNAP	•	Materials printed out for clients in appropriate language.
	c. Medicaid		
	d. School Lunch		
	e. Housing (referral to Community Partnerships).		
5.	Pregnant woman referred in a "warm handoff" to appropriate care/case	•	Query client record/screening document in the system.
	manager for further assessment, care planning for prenatal care.	•	Generate referral/electronic message to facilitate warm handoff(s).
		•	Query and schedule appointment as appropriate.

#1G. Dental Services – School Screening
Child receives a school-based dental screening performed by Health Department
Agency/Staff Involvement: Health Department

Key Variables/Activities		HCSIS Functionality Supports
Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		
L. Ten-year-old child attended a dental screening performed by the Health	•	As part of initial screening, dental staff query, view and document
Department at his school. The screening indicated he needed additional		relevant/necessary medical and dental information about the child (e.g.,
dental work and he was given a letter to take home to his parents		any previous dental services received through the county, medical
		conditions that may affect the child's oral health, etc.) in the system.

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
including information about the screening results and how to schedule an appointment.	 Document the screening results and recommendation for an appointment. Multiple template letters are available in the system to be sent to parents. System auto generates and stores the letter that is sent home to the parents (including fillable fields for dental staff to provide details on the screening results and recommendations, if needed). System interfaces/exchanges relevant information from the dental screening with the school's student information system.
 Child's father contacts the Health Department for an appointment, and eligibility query and/or screening is performed over the phone.; if the child's parent does not schedule an appointment within a specified timeframe, HD staff conduct outreach. 	 Schedule appointment. System identifies closest/most convenient dental location for the client. System automatically sends appointment reminder (via phone, text, email, etc.) to client. If appointment is not scheduled within a specified timeframe, staff receives alert/task on their dashboard indicating the need to follow up with child's parent/caregiver to schedule the appointment. Outreach texts/calls/emails/letters can be auto-generated in the system and sent to the client.
 Child receives dental services at his first appointment which requires follow-up at future appointments. Dentist/dental staff develop a dental care plan and, if needed, referrals are made. 	 Dentist records the dental work and assessments performed using tooth graphics, indicating prior work/conditions, current work done and other characteristics of child's dental status. Digital dental x-rays are obtained and saved in the system. The dental care plan is developed and recorded in the system. Future appointments are scheduled in the system. Any needed referrals are documented and sent to other providers in the system along with any necessary documentation. Dental staff have ability to view status of referrals and engage in bidirectional information exchange with dental partners and other providers.

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
5. Billing post-encounter.	Dental bills/claims are submitted for payment via the system.
	 System generates amount due from client prior to them leaving the dental office and payment is made using the system (allows for cash, shock debit or credit card)
	 check, debit or credit card) Incorporates income level and sliding fee scale Paper and electronic bills can also be generated in the system
	and mailed or emailed to the client.System enables management of claims paid and outstanding.

#1H. Dental Services — Medical Care for Children's Program (MCCP) Referral Coordination of Dental Care with Other Health Conditions.

Agency/Staff Involvement: Health Department (Public Health Dentist), Medical Care for Children's Program (MCCP), Oral surgeon/other low-cost dental treatment facilities, OB/GYN provider

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
 Sixteen-year-old was referred by MCCP to the Health Department (HD) for dental services. The referral was sent to Family Assistance Worker (FAW) and then forwarded to the Dental Office. The Administrative Assistant (AA) calls the phone number provided in the referral, but the phone is not in service. The AA contacts the MCCP case manager to obtain a different phone number and contact is made with the parent, but they ask for a Spanish speaker. Telephonic interpreter service is called and appointment is made over the phone with the parent. The current address and contact phone number is confirmed or updated. The appointment card is sent to the patient's home. 	 Referrals are made electronically in the system, including necessary/relevant medical and demographic information. Updates to the patient's contact information made by the AA are reflected within the HCSIS Master Patient Index. Interpreter services requested/provided are documented in the system, and language preferences saved for future patient outreach/services. The system generates appointment card for printing (option to print in multiple languages). The system also has capabilities for appointment confirmations/reminders to be sent to the patient via text message, email, call, and/or via patient portal or app.
2. The patient and her parent present to the Dental Office for the appointment and provide all relevant information (e.g. medical/dental history) and sign off on relevant documents (e.g. clinic policy, patient payment) prior to being seen by the PHD.	Forms are completed by the patient completing them online before the appointment, at a tablet/kiosk in the waiting room, with assistance from staff who enter the information into the online forms, or on paper (in the latter scenario HCSIS auto-populates from scanned form).

Key Variables/Activities	HCSIS Functionality Supports
3. The Public Health Dentist reviews medical history: patient is allergic to sulfa and patient has had a positive tuberculin skin test. Dentist checks the TB history and sees that chest x-ray was performed and medications were prescribed by the HD two years ago. Patient completed 6 months	 Forms are pre-populated for the patient to the extent possible based on the information already in the system, and patient is able to update the pre-populated information. System captures electronic signatures. Public Health Dentist designated in HCSIS as part of patient's care team. Consistent with user roles/permissions, and any necessary patient consent, dentist and/or staff queries and views relevant health information and medical history, including pharmacy information, that
of Isoniazid treatment provided by the HD. 4. The Public Health Dentist completes a comprehensive dental examination, including radiographs and periodontal examination, and develops a treatment plan. The diagnosis and treatment plan are reviewed with the patient and parent with a telephonic interpreter service a. The patient has active periodontal disease, and 23 teeth with varying degrees of decay. Most of the treatment will be completed at the HD, but there are some teeth that have extensive decay that need root canal treatment and crowns. It appears that the patient has had a long history of dental decay even in the primary dentition. There are also areas that do not need treatment currently, but areas of concerns with incipient decay. b. For the treatment that cannot be completed at the HD, the patient was informed that she will need to complete the treatment at other facilities (a referral card is provided for outreach to low cost providers in the area). c. The AA provides patient a follow-up appointment to start treatment through the HD and works with the patient to help arrange an appointment with a provider at another facility.	 has been captured in the system by other programs/agencies. Dental exam, diagnosis and treatment plan are recorded in the system, including radiographs and periodontal exam. Discussion with patient and parent is documented in HCSIS Involvement of an interpreter is recorded as appropriate Record parent input and agreement with treatment plan. Referrals are documented and transmitted electronically in the system including to a provider outside the Health Department network. Follow-up appointment to start treatment is made in the system.

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence			HCSIS Functionality Supports
5.	The patient receives a reminder call/voicemail the day prior to appointment to confirm appointment. On the day of the appointment, the patient does not show up. The AA contacts MCCP regarding the broken appointment. a. The patient calls back a few weeks later to reschedule the missed appointment. On the day of the appointment, the patient and parent shows up 30 minutes past the scheduled appointment and cannot be seen. The AA reviews the clinic policy with the patient and parent and AA schedules another appointment. The AA contacts MCCP about the second broken appointment. b. The patient presents for the next two appointments.	•	Appointment reminders are auto-generated in the system (via phone, text, email) the day before the appointment. The system provides a notification/flag to the AA for follow up after a patient has missed an appointment. Appointment scheduling and rescheduling is done in the system.
6.	At the next appointment, the patient informs the Dentist that she is pregnant and eight weeks along in the pregnancy. The Dentist informs the patient that a report is needed from her OB/GYN about implications for proceeding with dental care in light of the pregnancy a. The patient returns with results from her OB/GYN that the pregnancy is going well with no complications and the patient is ok to proceed with dental treatment as needed including Dental radiographs shielding the abdomen Dental anesthetics with or without epinephrine Penicillin and Cephalosporin Tylenol and Tylenol with codeine.	•	A form for a request for information is sent electronically to the OB/GYN who is supporting the patient's pregnancy. Information from the OB/GYN provider is received by the HD dentist and added/attached to the patient's record.
7.	The Public Health Dentist informs patient that dental treatment can continue until the end of the 2 nd trimester; if the initial treatment plan is not complete at that time, treatment will resume post-partum a. Information was provided to the patient/parent about an approach to complete restorative treatment incrementally addressing the most pressing priorities first.	•	Treatment plan updates and information provided to patient are documented in the system. System produces printout of outside provider options for other dental work that the Public Health Dentist or reception staff gives to the patient

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
b. The HD Dentist asks patient if the patient saw outside provider for the other dental work that was recommended. The patient states that she has not seen anybody. The Dentist informs patient that she should not wait too long because it may become an emergency situation.	 Staff discusses option that the patient chooses and schedules an appointment electronically with attached background information.
 8. The patient returns for several restorative appointments and about half of the treatment is complete before the end of the patient's second trimester of pregnancy a. Patient still has not seen outside provider for other dental treatment and patient is reminded about the need for treatment and her options. Patient will call post-partum to resume dental treatment at the HD. 	 Services/appointments are documented in HCSIS, with relevant information shared between the Public Health Dentist and others on the patients' care team as needed. Staff document the expected timeframe for treatment to resume postpartum and schedule electronic reminders for staff and the patient as to when treatment should resume.
 9. The patient calls and informs the Dental Office that she broke a tooth on the UR side and the tooth is painful. The AA schedules an appointment for the patient. a. The patient presents for the limited oral exam and clinical exam reveals more than half of tooth #3 is broken – this was part of the work scheduled to be done by outside provider. Patient reports that tooth is painful. Radiograph is completed. b. The tooth is not restorable and patient needs to see an Oral Surgeon for surgical extraction as soon as possible. c. Prescription for Penicillin VK 500 mg is sent to the pharmacy. The patient can take Tylenol as needed for pain. d. Information about oral surgeon is provided to patient; help is provided to the patient to schedule an appointment. 	 Appointment scheduling is done in the system, with options for sameday scheduling for urgent cases. Oral exam, clinical exam and radiograph are captured in the system. Prescription is sent to the pharmacy in the system. Referral to oral surgeon is conducted in the system.
10. The patient calls the office 1 week later and informs us that she went to a private Oral Surgeon and had the tooth extracted and she will contact us after the baby is born. The Oral Surgeon sends us information about treatment that was completed at their office.	Information from the oral surgeon is captured in HCSIS; surgeon accesses HCSIS via the Provider Portal.

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
11. The patient calls the office four months later to schedule appointment to continue with treatment plan. a. Patient return for several appointments and initial treatment plan is complete. Patient is due for recall exam and appointment is scheduled. b. Patient returns for a periodic oral examination and periodontal maintenance. Patient oral health is stable and is placed on a	Treatment plan updates and necessary follow-ups are documented in HCSIS.
recall system.	

#11. Tuberculosis Case Management and Contact Investigation

Agency/Staff Involvement: HD, Virginia Department of Health (VDH), Arlington Health Department

	Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		HCSIS Functionality Supports
1.	Primary care physician submits patient's information to the TB program at the Health Department. The information includes a suspicious x-ray and a positive Tuberculin Skin Test (TST) result.	•	Health Department TB program receives system notification/referral of patient and patient information (x-ray, positive TST result). Create alert and workflow for TB PHN to review case information.
2.	The health department TB PHN reviews the request and assigns it to a TB PHN in the district office closest to where patient lives.	•	Review notification/referral and create new patient record. Assign potential case to HD district office and TB PHN.
3.	The TB PHN contacts patient and asks him to come in for a TB Risk Assessment and further testing.	•	Schedule appointment for TB risk assessment and further testing. Create text alert for appointment as well as educational information.
4.	Patient arrives for his appointment and, during his risk assessment, he says he has been coughing for more than three months, has lost weight, has a recurring fever and is a diabetic. Based on the assessment, the TB PHN draws blood for a QuantiFERON-TB (QFT), collects sputa, and gives him sputa containers to collect two more specimens. She also gives him a mask and educates him on how to minimize the chance of infecting others. The TB PHN arranges to visit patient in his home, meet and evaluate family for TB.	•	Record patient-reported symptoms/behaviors. Create lab test requests. Document TB education. Schedule home visit appointments to evaluate family contacts.

	Key Variables/Activities Note: #6 are for reference purposes they do not recognify connete a "burd" sequence		HCSIS Functionality Supports
6. \(\)	Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence The results of the patient's QFT are positive. The HD TB doctor reviews the test results and gives the patient a preliminary diagnosis of active TB. The doctor prescribes a medication protocol. The prescription is sent to the HD pharmacy for dispensing to the local district office addressed to the TB PHN. When the TB PHN visits the patient and his family, she discusses the diagnosis with him and delivers his medication. She explains that a healthcare worker will be coming daily to directly observe the patient taking his medication (DOT). Because he is an active TB case, the TB PHN initiates a contact investigation, beginning with his household members. She assesses the other members of the patient's household, draws blood from all household members for QFT testing and arranges for	•	Provide QFT test results electronically. Update patient record with active TB diagnosis; generate new care plan. TB doctor verifies prescribing rights. Electronic prescription written and sent to the HD pharmacy. Verify prescription received at local district office. Generate new contact investigation for TB nurses/outreach team. Capture and provide access to care plan. Document nurse consultation and medication delivery. Document contact investigation activities of patient's family members. Create new records for patient's family members. Create additional lab requests. Generate HD appointments for chest x-rays.
7. 1	them to come in to the HD for a chest x-ray. The patient's first sputa results come back positive. The doctor confirms the diagnosis of active TB and notifies the TB PHN that he will need to be quarantined at home. The doctor also reviews the current regimen and changes the medications he is taking. She consults with the patient's referring primary care physician to advise him of the change and discuss any consequences in managing the patient's diabetes.	•	Update patient record with new results. Electronic prescription updated and sent to HD pharmacy. Query against contraindicated drugs. Document consult and collaboration between physicians.
8. I	Every day, a TB outreach worker visits the patient to observe his taking his medication, documenting any problems he may be having. His TB PHN also visits him regularly to provide support and monitor his progress by regular physical assessments and lab specimen collections. The TB PHN gives the patient a flu vaccination. The patient will also come to the local district office for periodic chest x-rays and doctor visits.	•	Document each episode of home visitation by TB outreach worker and observed therapy/medication. Document any concerns or changes. Document TB PHN nurse visits and records data and outcomes from physical assessments. Order lab tests. Document flu vaccination administered. Adjust vaccine inventory. Schedule local district office appointments for tests and physician visits.
	Evaluation of other members of the patient's household has revealed that his wife and granddaughter are good candidates for latent	•	Continue new contact investigation (generated in #5 above). New records of family members updated for TB risk or status.

Key Variables/Activities	HCSIS Functionality Supports
Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	
tuberculosis infection (LTBI) therapy: they are contacts to a positive case, their QFTs are positive, but their chest x-rays do not indicate active disease. The doctor sends a medication order to the HD pharmacy for each of them. The pharmacy dispenses the medication and has it delivered to the district office. At the district office, the clinic nurse manager/facilitator assigns a clinic PHN to manage the LTBI treatment, which is carried out through regular clinic visits. 10. Contemporaneous with the evaluation of the patient and his immediate household, the infectious period is determined. Moreover, the TB PHN's assessment reveals that the patient's household runs a daycare in their home. The TB team determines that the contact investigation must be widened to include all of the daycare children and their parents. Each of the contacts identified will be assessed and tested by the HD as individual clients but will also need to be identified as part of the contact investigation for reporting to VDH via the 502 form as required. Since two of the children and their parents live in Arlington, an Interjurisdictional Referral will need to be made to the Arlington health department. Additionally, the TB PHN following the investigation will	 TB doctor verifies prescribing rights. Electronic prescription written and sent to the HD pharmacy. Verify prescription received at local district office. Assign patients to PHN for LTBI treatment management. Schedule appointments for LTBI treatment. Document details of case(s) environment, living and working conditions. Expand contact investigation, creating new case records for each daycare child and parents, linking to index case. Generate alerts/tasks for assessment and tests of children and parents. Auto-populate/generate VDH 502 form with required case investigation and individual information. Generate referral and notification to Arlington Health Department and alert/task for HD PHN to follow-up.
need regular updates from Arlington regarding the outcome of the Arlington cases for reporting purposes. 11. The Tuberculosis Management program requires detailed tracking for those receiving medication for Latent TB Infection (LTBI). Medications are required at specified intervals over specified periods of time. The intervals and time frames vary depending on the type of medication prescribed by the physician. New medication treatments evolve over time. Some may be discontinued as others are introduced with different intervals and length of treatment.	 Document medication prescriptions, intervals and time frames for each patient/case based on medication protocol selected by the MD for each patient. Generate alerts/tasks for TB PHN or outreach staff members to monitor or follow-up regarding medication adherence. Allow changes to medication treatments to evolve with changing state of disease. Report the patient-related outcome, quality and performance measures for each contact investigation, as well as on a monthly basis.

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
 12. As part of mandatory reporting to the state, summary reports are generated. 13. Once the client has completed medication and is now clear of active disease, the TB PHN gives the client a printed discharge summary of treatment. 	 Generate case summary for each active case of TB completed in the time frame; summary includes treatments, medications, conversion from active to non-infectious stage dates, etc., for the period studied. Contact investigation summaries for all investigations done during the time period studied; includes number of contacts identified, number of active cases, number of LTBI cases, number of LTBI cases on medication, etc. Generate a Summary of Treatment letter for the client in the client's target language.

USE CASE FAMILY #2

AGENCY/PROGRAM STAFF CONDUCT POPULATION-SPECIFIC OR PROGRAM-SPECIFIC OUTREACH AND CARE/CASE MANAGEMENT

The County has multiple programs that focus on the needs of specific populations (e.g., individuals with developmental disabilities, postpartum women, individuals who have or have been exposed to tuberculosis) and/or that offer a specific set of services. When a client presents for or demonstrates a need for these services, program staff conduct outreach to these populations and deliver services in an integrated, client-centered way.

#2A. Crisis Center - Adolescent with Intellectual and/or Developmental Disabilities (IDD)

An individual is picked up by a Public Safety Officer and brought to the Crisis Assessment Center after a public altercation.

Agency/Staff Involvement: Merrifield Center, CSB, Health Department, Health clinics, CHCN, Sheriff's Office (Diversion First Program), Fire, Police

	Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		HCSIS Functionality Supports
1.	An individual is picked up by a Public Safety Officer and brought to the Crisis Assessment Center after a public altercation.	•	Officer queries system to view/open client record, if available. Officer generates a system alert to the Crisis Assessment Center of an incoming client.
2.	Staff queries county system and HIE. Determines that the individual is an adolescent with IDD.	•	Look up information on guardianship, consent. Look up and review behavioral health, case management records to identify relevant history and existing providers. Query the pharmacy database. Request continuity of care document (CCD), as appropriate. Query system to view/open existing client record, if available.
3.	Document intake assessment for Diversion First program.	•	Document status in client record (form) and populate case log. Record/communicate notice of diversion status to Police and Fire/Rescue. Enter/update demographic info. Update/enter current screening and assessment findings (forms).
4.	Generate and document custody transfer to Crisis Intervention Team (CIT) officer.	•	Document custody transfer in system.
5.	Determine disposition plan:	•	Issue alert/notification to case manager/care team lead. Look up contact information for family member.

	Key Variables/Activities		HCSIS Functionality Supports	
Note:	#s are for reference purposes; they do not necessarily connote a "hard" sequence			
a.	Notify individual's case manager/care team lead on record	•	Document treatment and stabilization plan.	
	about individual in crisis center	•	Issue referrals and capture referrals status.	
b.	Contact family member as appropriate			
c.	Determine plan for treatment and stabilization in lieu of			
	incarceration.			

#2B. Developmental Disability (DD) Support Coordination

An individual receives DD Support Coordination Home/ Day visits routinely and for a Service Plan Meeting

Agency/Staff Involvement: CSB, CSB vendors, Virginia Department of Medical Assistance Services (DMAS) and authorized agencies, DFS

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports	
 Support Coordinator makes case management visit to client's home or vendor support agency. Upon arrival to external site, Support Coordinator conducts information gathering, reviews explanation of necessary county (required by DFS and DMAS) documentation, and gathers electronic signatures per HIPAA and Protected Health Information (PHI) requirements. 	 Support Coordinator uses mobile equipment (e.g., tablet) to document the visit in the system, electronically access all necessary county and state documentation, and capture electronic signatures (use Wi-Fi/hotspot if available, or in offline mode for later synchronization). If the Support Coordinator does not have access to mobile equipment, hard copy documents are used and signed and later scanned into the system. Hard copy is saved in system and also auto-populates into required fields for the Support Coordinator to review/accept. 	
2. Conduct meeting (routine visit or service plan of care annual meeting).	 Use system to conduct, document and review assessments. Query system for client information (needs, goals, current programs and services enrolled in, etc.) from CSB and DMAS vendors. Gather financial information for DFS long-term care and complete documentation. Document/update the plan of care, including any additional medical, dental, assistive or environmental needs and service providers. Share the plan, referrals, and relevant documentation with other members of the care team electronically. Care team receives notification of referrals via a dashboard upon logging in to HCSIS and/or alerts. 	

Key Variables/Activities	HCSIS Functionality Supports
Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	System reflects the updated plan of care, care team members, assessment results, services being provided, and client goals.
Identify additional client resource needs and other agencies (local or state) involved agencies involved in providing care or services.	Query the system to identify other agencies and programs involved in providing care or services to the client.
4. Secure any follow up meetings and or appointments.	 Support Coordinator refers and/or directly schedules follow up appointments with providers on the client's care team. Client and/or their representative receive automatic appointment reminders (via phone, email, and/or text message).
 5. Support Coordination follow-up a. Verify/monitor Medicaid eligibility status and follow up as needed b. Complete documentation in the system that could not be completed during the field visit/ and or meeting c. Communicate with DFS Long-term Care for continued eligibility d. Enter data into the Virginia Waiver Management System (WAMS), a system from the Commonwealth's Department of Behavioral Health and Developmental Services (DBHDS) e. Documentation is finalized f. Services are billed. 	 Access DMAS portal or "Client Register" to review ongoing Medicaid eligibility. Support Coordinator can save draft case notes, other documentation from the field in the system for later review and completion. Electronically exchange necessary DFS Long-Term Care eligibility information and documentation. System has flexibility to export data/reports in multiple formats (spreadsheet, PDF, etc.) to facilitate data input into WAMS Ideally, HCSIS interfaces with state system. Electronic notification sent to supervisor via system to start review process; supervisor can review/approve/make notes in the case and documentation. Finalized documentation sent to agencies/ partners electronically; agencies/ partners receive a system alert. System processes claims/bills for services rendered per policy, CPT codes set up in the system and appropriate allowable rates per CMS.

#2C. Post-Partum Home Visit

Young mother delivers baby two weeks pre-maturely at Inova Cares Clinic for Women (ICCW)

Agency/Staff Involvement: HD, ICCW

Key Variables/Activities			HCSIS Functionality Supports
	Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		
1.	Young mother has successful but premature delivery. ICCW HD PHN	•	ICCW HD PHN liaison completes post-partum referral form in system.
	liaison completes a post-partum referral for HD Maternal and Child	•	Shared data fields from ICCW for mother and baby are selected and
	Health (MCH) program. Referral includes medical records for the		uploaded into HD system via secure data stream.
	mother's prenatal care from ICCW, delivery examination results for the	•	System initiates referral and assigns case to appropriate HD district
	baby, and the liaison's notes, which include:		office MCH PHN for review
	a. Mother falls into a high-risk category requiring field intervention		 Because mother is high-risk, system notes that contact must
	because of a history of recent domestic violence and that		be made within 5 days of referral and assessment done
	interventions may be necessary regarding domestic abuse		within 10 days of contact.
	b. Mother received birth control counselling, Depo-Provera injection		
	and instructed to return to CHCN for follow-up; and was given a		
	Tdap vaccine prenatally		
	c. Baby is categorized as normal and was given a HepB vaccine.		
2.	The MCH field PHN reviews the referral and decides to contact the	•	Ability to access record(s).
	mother to schedule a home visit rather than conduct a telephone	•	Fully review referral, accompanying medical records and liaison notes.
	interview.	•	Query system for any other assessment, service and program
			information on mother.
3.	MCH field PHN enlists assistance of Human Services Assistant (HSA)	•	Ability to add HSA Spanish interpreter as a care team member.
	Spanish interpreter to contact mother and schedule appointment.	•	Appointment scheduled in system and confirmation/reminder sent to
			mother via text.
4.	The MCH field PHN and HSA visit Client and her baby at her home. PHN	•	System generates new home visit service record for mother and baby
	and HSA note the home is in poor condition, although mother's room is		 System auto-populates demographic and other relevant
	tidy and clean and that the baby is sleeping in a laundry basket crowded		information from referral records.
	with toys and blankets.	•	Using a mobile device (e.g. a tablet), PHN/HSA note home condition and
			baby sleeping conditions which can be uploaded securely into the
			patient's record.
5.	Considering referral notes on domestic abuse history, the MCH PHN	•	Document findings in client record (assessment forms, tools).
	assesses the mother for depression and domestic violence. Mother	•	Patient-reported information documented.

Key Variables/Activities			HCSIS Functionality Supports	
	Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence			
	indicates everything is fine. The depression screening, however, scores	•	New care plan initiated (based on score for potential depression).	
	the mother for possible depression.			
6.	The PHN gives the mother a physical post-partum exam and discusses	•	Document vital signs and all exam notes.	
	with her breast feeding and nutritional needs for she and baby. The	•	Care plan updated for next Depo-Provera shot, setting up alert text	
	PHN also discusses how to access care at CHCN and reminds her to		reminder to mother in system.	
	return to CHCN for her next Depo-Provera shot.	•	System queried for upcoming appointments.	
7.	PHN reviews the mother's follow-up appointments with WIC, ICCW and	•	Provide appointment type, date, time and location.	
	the Inova Pediatric Clinic.	•	Provide targeted educational information.	
8.	The PHN asks the mother if she has a thermometer and other tools for	•	Prompts to provide educational information (e.g. baby care tools, safe	
	baby care and reviews how to use them. The PHN discusses safe sleep		sleep)	
	practices and helps the mother choose what should stay in the basket	•	Provide educational information on-screen.	
	with the baby. The PHN also provides the mother with a portable crib	•	Send educational information via e-mail/text or printed.	
	for the baby.	•	Document that portable crib was provided.	
9.	The PHN then performs a physical exam on the baby. During the course	•	Document vital signs and all exam notes in the patient (baby) record.	
	of the exam, the PHN notices that the baby appears to have abnormal	•	System queried for referral appointments with HD Child Health	
	reflexes which may indicate developmental delays. She decides to		Services/IDC.	
	enroll the baby in the HD Child Health Services program and arranges an	•	Referral generated with scheduled appointment.	
	appointment for the mother to bring the baby to be evaluated at an	•	Final educational information and reminders provided/generated.	
	Infant Development Clinic (IDC).			
10	. The PHN and HSA leave the home and return to the HD district office to	•	Visit notes uploaded securely into patient record; remote device (tablet)	
	write up final notes about the visit.		is 'cleared' of client data following upload.	
		•	Final care plan updated.	
		•	Final monitoring and care milestones entered into system.	
		•	Reminders and tasks created for PHN.	
		•	System allows for creating and updating/revising the primary case	
			manager role in mother's record – in this case, it is initially the MCH PHN	

Key Variables/Activities	HCSIS Functionality Supports
Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	
	but case manager responsibilities may transfer upon identification of a
	primary care medical home for the mother/child.

#2D. Outreach and Services to Homeless Individuals with BH Conditions

Nurse case manager visits homeless encampment to check on status of BH clients with co-occurring physical, BH, SUD conditions

Agency/Staff Involvement: Health Department, CSB Homeless Program

	Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		HCSIS Functionality Supports
1.	Program staff monitor for clients/homeless individuals due for an appointment or who may otherwise be in need of outreach.	•	Alerts/dashboards automatically show staff who is overdue for an appointment or may otherwise need outreach (based on defined criteria). Alerts/dashboards show referrals that have come in from other programs (including from Sheriff's Office) flagging homeless clients in need of care/outreach. Staff also have ability to query registry/receive report about individuals due for follow up, or who have missed appointments. Staff review records of last contact, treatments, encounters inside or outside the County, enrollment in and services received from other County agencies and programs. System interfaces with the Homeless Management Information System (HMIS) and other relevant systems.
2.	Nurse case manager conducts outreach, identifies and travels to encampment, interviews clients and conducts screenings.	•	Staff document interviews, screenings, case notes and other findings in system via laptop/tablet (using hotspot). Remotely access records and documentation of prior health care, lab results, medications prescribed and services delivered across multiple programs

Key Variables/Activities	HCSIS Functionality Supports
Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	Client record includes medical and behavioral health
	information and social services needed or currently
2. Nives and an arrange of all and a supplied a supplied and a discount	receiving.
3. Nurse case manager follows protocols to provide care, dispense	Provider decision support functionality and drop down menus that show
medications, collect and/or deliver results from labs.	evidence-based interventions within the system help the nurse case
	manager to decide on appropriate treatments.
	Write prescriptions and send to CHCN or other pharmacy during
	outreach (e-prescribing).
	Document care delivered and medications.
	Order, view, and share lab results from any blood samples collected
	during outreach.
	Document client issues and risks.
4. Generate referrals.	Referrals are sent to the appropriate providers via the system (which
	may be providers in other agencies, programs, or with partner
	organizations).
	Referrals include the relevant documentation and case information in
	accordance with the privacy laws and based on client's informed and
	documented consent.
	Educational information provided via the system based on documented
	risks
	 Health education
	 Education regarding community resources that the client is
	eligible for (food, housing, etc.).
	Document next steps and follow-ups in the system and ensure that
	client understands them.

#2E. Oversight of School-Based Health Services

Back-to-School Activities for School-Based Health Services Oversight of Students with Chronic Illness

Agency/Staff Involvement: HD, Schools, CSB, DFS

	Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		HCSIS Functionality Supports
1.	Back-to-school time of year can generate high numbers of new students due to transfers. HD PHNs stationed at or assigned to specific schools work with school staff to generate/maintain an up-to-date list of students requiring certain school-based health services.	•	System creates a registry of children with chronic illness or in need of certain school-based health services for each school. Create new records pre-populated with any information from HD programs, such as immunizations. New student record added to school registry. Student health records are populated with information about immunizations they have received (or are due to receive) from the HD.
2.	PHNs query, review and update relevant student health records and service plans for use by PHNs or School Health Aids in individual schools.	•	Query student health records and service plans to identify care needs. Document any needed changes to student service plans or needs. Document/view wrap around services being provided to students (e.g., for behavioral health or developmental disabilities). For students with an Individualized Education Plan (IEP), system has the capability for the PHN to view, document directly in, and/or interface with the IEP (using appropriate permissions and in accordance with applicable laws and regulations).
3.	PHNs conduct relevant screenings (e.g., depression).	•	Document vital signs and screening/assessment information. Generate appropriate referrals to HD services or appropriate provider.
4.	School Health Aids view dispensing/treatment schedule.	•	Generate view of medication dispensing/treatment schedule. Generate task reminders for medication needs of assigned students.
5.	School Health Aids document medications.	•	Document medications administered to students in accordance with care plan/treatment schedule.
6.	School Health Aids document other services, student complaints/interactions in the student record.	•	Document service needs or student complaints in student health record. Generate alert/task for PHN to follow-up with student. Create parent letter/text notification of student reported need/ complaint. Generate appointment or referral to HD services or appropriate provider.

Key Variables/Activities	HCSIS Functionality Supports
Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	
	Update student record/care plan.

USE CASE FAMILY #3

AGENCY STAFF AND PROVIDERS CONDUCT TIME-SENSITIVE PROCESSES TO DETERMINE PROGRAM ELIGIBILITY, THEN INCREMENTALLY RE-EVALUATE APPROPRIATE LEVELS OF CARE AND SERVICES BASED ON A CLIENT'S CHANGING STATUS

The scope, timing and location of services provided to individuals living in the County requires efficient processes to determine eligibility and conduct enrollment for certain programs, both initially and based on changes in health status or other variables. This is particularly the case for individuals receiving home and community based long term services and supports who, by virtue of age or increasing disability, will over time experience transitions in levels of services.

In these cases, often a client's family member or other representative flags the need for a re-assessment and redetermination of services, which triggers eligibility determinations, service authorizations and other interagency information sharing related to federal, state, and County policies and protocols. HCSIS needs to enable an agency staff member real time access to a client's single, comprehensive record to:

- 1) Obtain background information;
- 2) Document information relevant to all relevant client-related interactions, then
- 3) Support workflows related to appropriate scope of assessment, eligibility determination for certain programs, planning, authorization, coordination and monitoring.

Access and automation supports are also needed to support program specific processes for eligibility and enrollment determinations for said programs that comply with Federal, Commonwealth and County requirements.

#3A. Adult Day Health Care (ADHC)

A family member seeks services for an aging parent with multiple health issues no longer manageable in the family home, requiring processes to determine program eligibility and appropriate levels of services.

Agency/staff involvement: HD, DFS

	Key Variables/Activities		HCSIS Functionality Supports	
	Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence			
1.	Daughter contacts DFS regarding issues with her mother and is referred	•	Query HCSIS for any existing client record, then initiates a record and	
	to the Health Department Adult Day Health Care Program by a DFS		documents initial client encounter information.	
	Social Worker	•	Upon determination of eligibility, determine appointment availability at	
	a. Mother has Parkinson's disease, dementia and Coronary Heart		the Lewinsville ADHC and book an appointment (or search-and-find the	
	Disease (CHD) and is dependent on others to assist her with		name and phone number of the contact person for admissions and calls	
	activities of daily living.		to schedule).	

	Key Variables/Activities		HCSIS Functionality Supports	
	Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		,	
3.	During admission conference at Lewinsville ADHC, the Center Nurse Coordinator (CNC) completes an assessment of the mother and determines she is a good candidate for the ADHC program a. Mother provides authorization/consent for daughter to serve as her representative. Eligibility for ADHC determined; determine appropriate fees based on individual's circumstances a. Assessed at a "B" income level and required to pay the lowest daily fee on the sliding scale for services. b. Financial eligibility screening: the CNC determines that the	•	Opens the client's record in HCSIS. Enters record of authorized personal representative. Upon determination of ADHC program eligibility and applicable fees, required fees entered (or auto-populated) into ADHC enrollment form Alert/workflow trigger for DFS to conduct Medicaid eligibility determination.	
4.	ADHC for mother based on her overall assessment results [Information is collected on each participant daily/monthly by the Office Manager and complied into a Monthly Management Report. This report includes average daily attendance, accounting of transportation needs, meals served, income levels, acuity levels, referral sources in addition to a variety of other measures.]	•	Monthly management report generated from HCSIS and other data sources to verify program opening: O Available program openings Overall acuity levels. Enrollment form captures data elements that link to client record in HCSIS and other data systems and feed ongoing management report: Referral source Income level Acuity level.	
5.	A care plan is developed based on the mental, cognitive, physical, social and medical screenings completed. Mother's care plan must be in place prior to her first day at the center and must be updated every 6 months to be in compliance with state licensing requirements. Mother has to take several medications while at the center so a Medication Administration Record (MAR) is created to document daily medications given.	•	Care plan form completed and dated including data elements linked to ongoing monitoring and management reporting o Projected attendance o Transportation needs o Other. System records date and sets alert for re-assessment at 6 months. HCSIS and/or HIE query to client's providers for medication records. ADHC provider e-prescribes medications.	

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
	 Medication Administration Record created and auto-populated with list of prescribed medications.
 After the start of mother's participation in the ADHC, her daughter raises issue of financial difficulties due to medical bills/supplies, treatment: a. Daughter requests and receives a fee reduction b. Daughter receives notice of approval that her mother is eligible for Medicaid 	 Daughter submits online fee reduction form. Client record updated based on notice of approval and fees due. Medicaid enrollment confirmation received by client and County. Client record updated. Service authorizations updated.
 7. Subsequent assessments document a decline in the participant's condition that has increased the level of care required, requiring care beyond ADHC program. a. Nurse care manager evaluates overall facility capacity and client needs, referencing management report and client assessment, to determine that client's needs now exceed ADHC capacity. 	 Nurse/manager generates management report. Nurse care manager opens and reviews client record.

#3B. Program Enrollment and Transfer

Family members who enroll in different services through the County relocate requiring updates/changes in enrollment and receipt of services.

Agency/staff involvement: HD

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports	
 A seven-year old is brought by his mother to the Joseph Willard Health Center in Fairfax City for evaluation of his speech and hearing (S&H) and appropriate services a. Screening confirms his need for services; he is determined eligible for services and enrolled in the Speech and Hearing Program b. An appointment is scheduled for his services from the Speech and Hearing Program. 	 Case worker queries system for any existing record, then opens record and enters client/family information. Staff opens S&H screening form in HCSIS and completes it to confirm child's need for services. Upon determination of eligibility, services are authorized in the system and scheduled with a provider in nearest County location (Joseph Willard Center). 	

	Key Variables/Activities		HCSIS Functionality Supports
2.	Patient comes to his first appointment where his speech is assessed using standardized assessment tests specific to his age and condition (e.g., GFTA-3,CELF-4) and a report, which serves as the basis for the care plan, is generated using the S&H evaluation report template form). A care plan which identifies specific speech treatment goals, objectives, therapeutic techniques, and improvement measures, is developed to address the child's speech impairments.	•	Staff opens GFTA-3 and CELF-4 forms in HCSIS to complete standardized assessment tests. Staff opens Speech and Hearing report template in HCSIS and assessment test findings auto-populate. Staff opens a care plan form in HCSIS. Report information auto-populates and staff enters additional care plan information in standardized data fields and free text note field.
3.	While waiting for the patient, his mother receives a pregnancy test at the same facility (Joseph Willard) that is positive. She is enrolled in the Maternal and Child Health program and scheduled for a Public Health Assessment (PHA) for pregnant women.	•	HCSIS queried for existing client record for parent, and if not a record opened. Upon determination of eligibility, notice of new client sent to MCH case file queue. Staff opens online schedule and schedules the PHA after which services begin.
4.	One month later, the patient's mother calls the Joseph Willard center and informs staff that she has moved in with her mother in Herndon, and would like to continue services there. c. Child's program enrollment in Speech and Hearing is transferred to the Herndon/Reston office to continue services with the speech pathologist at that location. d. Child's mother's enrollment in Maternity and Child Services is also transferred to continue services.	•	Request for transfer of location for Mother's Maternity services entered into system Staff worker opens and completes transfer form Request for transfer sent to appropriate queue for program manager's review and approval New staff assignments (care manager/case worker) made Assigned staff contacts Mother to schedule appointments. Request for transfer of location for child's services flagged and processed by the system based on mother's request: Staff worker opens, reviews, completes transfer information regarding Child's Speech and Hearing services Request for transfer sent to appropriate queue for program manager's review and approval Transfer approval generates notice to new location (Herndon/Reston office) to transfer/new case queue The transfer notifies a nurse manager/speech and hearing clinician to assign appropriate staff at the new location

Key Variables/Activities	HCSIS Functionality Supports
Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	
 The patient's mother brings the patient to the Herndon/Reston location for vaccines to enter the second grade in the fall 	 Speech and hearing clinician opens case and assigns appropriate staff at the new location The speech clinician at the Herndon/Reston office is notified by the transferring clinician and contacted by the centralized speech and hearing appointment scheduler to ensure that a new appointment day and time works for both the family and the clinician's schedule New appointments are made. Herndon/Reston staff access client record Note primary location.
e. Herndon/Reston staff confirm with mother that this location will serve as the family's primary location.	· · · ·
6. When reports are produced at the end of the year for program enrollment, services counts and staff time, the reports reflect the enrollments and services at both locations.	System tracks program enrollment, services and staffing by client and by location.

USE CASE FAMILY #4 SYSTEM SUPPORTS FOR COMPLIANCE AND ANALYTICS

Fairfax County agencies frequently pull reports and analyze program, service, operational, and outcomes data. County agencies must also be able to quickly respond to ever evolving state and local programmatic changes and requests from funders and other stakeholders. HCSIS must have flexible, configurable reporting and analytics capabilities that support these efforts. HCSIS system changes must be able to be made quickly and seamlessly.

#4A. Programmatic Changes and Reporting

HCSIS has been implemented and operational for a year, and now the Health Department's Maternity and Child Health program must respond to new VDH requirements under their "Healthy Babies" initiative.

Agency/Staff Involvement: HD

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
 Several new data points are needed that are not a part of the current system: Did the mother receive safe sleep education for child and if so, when? Recording if mother is breast feeding child at each monthly visit New depression scale assessment for mother. Record score, date assessed	County staff with the appropriate permissions have ability to easily add new data points to existing forms and templates in HCSIS.
 d. Challenges with access to appropriate food (five-question assessment). 	
 2. For programmatic reporting to VDH, several performance measures are needed: a. Percent of babies breastfeeding by age (in months) b. Percent of moms who received safe sleep education for a reporting period (month, quarter, fiscal year) c. Number of moms with Depression score over a certain value and referrals made to them (by referral date) 	County staff with appropriate permissions have the ability to rapidly update report templates in HCSIS to incorporate new performance measures, as well as update/add required fields in HCSIS that are necessary to be able to report on these new measures.

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
 d. Number of moms by income level that report challenges with food from questions 2 and 4 from the food assessment. 	
3. The program changes must be implemented, and tracking begins in three months.	 System is sufficiently adaptable and usable by County staff such that County staff can make most changes required by the program design change.
4. Different data tracking points may be required at some point in the future. If tracking no longer necessary, the fields will need to be removed from screens.	County staff with appropriate permissions have the ability to easily remove fields from forms and reports in the system.

#4B. Agency/Program Analytics to Identify Potential Underserved Population for Grant Proposal

System's reporting function identifies and analyzes individuals served across county-funded systems who have a behavioral health diagnosis and have or are at risk of developing metabolic syndrome based on selected characteristics

Agency/Staff Involvement: CSB, HD, DFS, Sheriff's Office (potentially)

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
Agency/program staff identify desired search criteria to query the system.	 Query the system to identify the number of individuals served across all agencies/systems who meet the criteria. Report can be customized to display population counts by various characteristics (the following list is not all-inclusive) By agency/site (e.g., served only by CSB, served only by HD, served by both) Groupings by risk category Groupings by age, race/ethnicity, length of stay, region of county, and/or other social determinants.
2. Staff manipulate and store report outputs for use in the grant proposal.	 Ability to revise report criteria. System can produce data visualizations to display relevant information for end-users. Export report and data visualizations to spreadsheet, presentation, PDF. Store datasets for future reference once grant is awarded.

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
Note. #s are for reference purposes, they do not necessarily connote a "nara" sequence	Store report search criteria to re-run the data and get updated numbers at any time.
	Reporting functionality is easy to navigate and user-friendly.
3. After grant has been awarded, staff:	Query the system to identify clients participating in or eligible to
a. Conduct eligibility and enrollment of clients into the grant	participate in the grant program intervention.
program	Add tag/ indicator on client records indicating eligibility and/or
b. Deliver the grant service/intervention	participation.
c. Use the system to monitor the aggregate outcomes and results	 System generates referrals or tasks for program staff to conduct
of the program based on the grantor's reporting criteria	outreach to individuals eligible but not enrolled in or not
d. Calculate return on investment of grant dollars.	actively participating in the program.
	Document program participant demographics, eligibility, and services
	delivered as part of the program.
	Create templates for reports required by the grant program
	 Fields needed for reporting are made required for staff to complete in their workflow screens.
	Reports can be set to run automatically on a regular schedule (daily, weekly, monthly, etc.) and sent to the appropriate staff.
	Staff can generate customized reports (which may include services
	delivered, demographics and other information about populations
	served, outcomes, costs).
	Generate performance dashboards that can be used by program staff
	and management to monitor progress toward grant objectives (and to
	help to identify any gaps or performance issues, and to help make
	quality improvement or resource allocation decisions)
	 The dashboard highlights areas of strength, weakness, based on defined thresholds.
	Calculate return on investment (ROI) of grant funding
	ROI templates exist in the system and pull financial data, claims
	data, enrollment and outcomes data.

#4C. Reporting/Analytics

In response to proposed budget cuts, a citizens group is requesting immediate information to assess the impact of proposed cuts in services

Agency/Staff Involvement: Same functionality needed by Health Department, CSB, possible other County departments/agencies

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
 Two outputs are requested by a citizens group for a scheduled meeting the next evening: Counts of specific service types by zip code – some zip codes are shared between neighboring county jurisdictions A static report and a spreadsheet file – to assess trends in service provision a file of client zip codes, income levels, service type, service dates, and revenues collected is required. This file will be used to perform multiple sorts/filters during the meeting as questions are asked and is requested in spreadsheet form. Output will also ultimately be used to prepare a GIS map of concentrations of specific service types throughout the county. 	 Quickly produce a report of services provided by zip code that include specific jurisdictions. Customize the report for specific time periods. Report should have the option to show other characteristics, as desired (e.g., demographics of the populations receiving services). Ad hoc reporting capabilities for any data fields. Export file to spreadsheet format, including ability to filter in spreadsheet application by client zip code, income, service type, service data, and revenue collected. Create GIS map showing distribution of services, other characteristics.

#4D. Analytics/Reporting related to a Targeted Population Health Priority and County Interventions

Based on the incidence and prevalence of suicide among youth, adolescents and young adults, the County wants to ensure that at risk individuals are being identified, referred and receiving follow up intervention across county agencies.

Agency/Staff Involvement: HD, CSB, Sheriff's Office, Family Services, Schools/Education, CHCH/clinics, Hospitals

	Key Variables/Activities		HCSIS Functionality Supports
	Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		
1	. The Deputy County Executive (DCE) has been an advocate for the development of an integrated system of county services and wants to ensure that adequate mental health screening, referrals and services	•	The Deputy County Executive relies on a report from outside of HCSIS i.e., ongoing surveillance conducted by the Health Department

	Key Variables/Activities		HCSIS Functionality Supports
	Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		
	related to suicide prevention are occurring across all agencies. The DCE		generates a report with incidence and prevalence of suicide among the
	is particularly interested in activities focused on youth, adolescents and		entire County population in aggregate and by age and race.
	young adults. To this end, the DCE request information regarding		
	activities that are currently underway across County agencies to identify		
	individuals at risk of suicide and provide appropriate interventions.		
2.	Agency leadership within the Health Department and Community	•	HCSIS (in addition to other County provider EHRs and other agency
	Services Board coordinate on a response		databases) is queried for data elements needed to:
	a. Staff know from the literature that risk factors for suicide		 Calculate rates of depression/substance use screening among
	include depression and substance use		individuals requesting and/or receiving services from County
	b. Staff know that screening and follow up for depression, as well		agencies/providers
	as substance use, are supposed to be routine practice across		 Identify rates of screening scores indicating highest risk
	agency health programs/ services.		 Identify rates of referrals when screening scores identified high
3.	Leadership directs research staff and epidemiologists to:		risk.
	c. Analyze suicide incidence and prevalence by population and	•	Report is generated to provide guidance about gaps in screening and
	location across the county to identify "hot spots" with high		referral processes
	suicide rates. Available public health survey data are mined for		 Assess whether individuals requesting and/or receiving services
	information relevant to the County in the aggregate and by zip		from county agencies/providers/programs in the zip code
	code related to incidence and prevalence of suicide deaths.		clusters (low to high rates) have been screened for depression
	d. Further "hot-spotting" analysis is conducted to identify the		and substance use, using report generated in HCSIS
	incidence and prevalence of suicide across the county zip codes		 Identify whether, based on assessment findings/scores, follow
	among populations served by county agencies/ services i.e.,		up referrals for behavioral health interventions have being
	youth, young adults, adults and elderly adults.		made.
4.	Agency leaders meet to review and address opportunities to strengthen		
	screening and referral processes, as well as develop any needed		
	upstream prevention initiatives.		

USE CASE FAMILY #5 OPERATIONAL SUPPORTS

Operations management – which encompasses functionality such as management of pharmacy inventory, management of clinic staff schedules and workloads, monitoring client access and wait times, and monitoring/adhering to audit-related compliance activities – will be critical HCSIS functionality.

#5A. Pharmacy Inventory and Vaccine Funding Source

Agency/Staff Involvement: HD

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
 The Health Department orders, stores and issues vaccine out of its central pharmacy to five district office locations. Vaccines are supplied from a variety of sources and programs and can be divided between "Free" and "Chargeable" as follows: Free: Vaccines for Children (VFC/Federal program); required for School (State program); Children Eligible for Head Start (Federal program); Adult with no Insurance who meet eligibility criteria (Federal program); Children or Adults eligible for Special Project vaccine (State program) – these special projects have specific durations and will change often. Chargeable: Adults with insurance – client pay or chargeable to insurance; Adults and children for overseas travel – client pay; Children not VFC eligible and not required for school – client pay or chargeable to insurance; Refugees - Chargeable but State reimburses through Refugee program – client does not pay; HD Employees/Other – Memoranda of Agreement exist in through a variety of local arrangement where client will not pay but outside entity reimburses. 	 Order, receive, issue and track vaccine inventory between central pharmacy and district office locations real time. Document the subcategory (source/funding mechanism/program) within the Free and Chargeable categories of various vaccines in inventory. Receive and fulfill stock refresh requests. Utilize barcode scanners/capabilities to perform many tracking functions.
2. The vaccine inventory, vaccines administered, billing procedures and revenue recognition all are subject to the tracking requirements above. Reports for inventories in Pharmacy, inventory in five clinics, vaccine wasted/expired, vaccine administered are subject to this categorization.	Track vaccine inventory, administration (and waste/expiration status), billing procedure and revenue recognition by the Free and Chargeable categories and related subcategories.

Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence	HCSIS Functionality Supports
	Generate real time reports on inventories of central pharmacy, as well as five district offices.
3. Reports should also "roll-up" to general categories of Free or Chargeable, and to the vaccine type. Service reports on usage by category are needed. Invoices to state and other entities for vaccine reimbursement under certain programs will be generated, as well as insurance billings. Financial reports on fees charged, too whom, and under what program, memorandum of agreement, or client pay arrangement are produced.	 For reporting purposes, tracks and details inventory by category/ subcategory, usage vaccine type, as well as by site within the HD. Create reports on usage by category for the purposes of invoicing state programs and other entities for reimbursement. Create financial reports on all revenue sources, including state and federal programs, fees paid, memorandum of understanding/contract source or client pay arrangement.

#5B. Sexually Transmitted Infection (STI) Patient and Clinic Schedule/Workload and Patient Flow Agency/Staff Involvement: HD

	Key Variables/Activities Note: #s are for reference purposes; they do not necessarily connote a "hard" sequence		HCSIS Functionality Supports
1.	A patient walks in to the Springfield clinic during STI clinic hours. As she checks in, staff registers her as a new client and gives her a same-day appointment. The client needs to see the Family Assistance Worker (FAW) to determine her eligibility status for sliding scale service fees.	•	Staff queries system to determine if patient is new or has previous record. Create new record or opens existing record and notes time of arrival. Record or generate unique medical record number. Make same day appointment for client. Scan insurance and identification cards into the system. Alert FAW that client is ready for session.
2.	FAW calls in the client to determine her ability to pay for services. The client self-declares her income. The FAW notes that she is Income 'B' on the sliding scale. The FAW instructs the client to go to the front desk to get further paperwork to complete. The client does as instructed and gets screening and health questionnaire to complete while waiting for the nurse to call her for the clinic visit. When she is done with the paperwork, she returns it to the front desk for admin staff.	•	FAW documents sliding scale determination. Staff gives client a tablet to complete screening and health questionnaire. Staff sends notification that client is ready for nurse.
3.	Using the same client number to call the patient anonymously from a crowded waiting room, the nurse escorts the patient to Clinic Room #5	•	Nurse selects client from dashboard. Review screening and health questionnaire and adds additional notes.

3.	and begins an interview to assess their needs. The nurse uses the client's completed screening and health questionnaire to complete the interview and documents what the patient has told her and what she has observed. As part of the standard STI visit, a phlebotomist draws blood for syphilis and HIV testing. The nurse prepares the client for the doctor exam. When the nurse and/or phlebotomist are finished, the doctor, escorted by a "chaperone nurse," go into room 5 to complete the patient's examination and take specimens for on-site analysis. When the examination is finished, the patient is asked to return to the waiting room while the chaperone nurse takes the specimens to the on-site lab technician for analysis. When the lab technician has documented the lab results, the patient is recalled from the waiting room to discuss the findings with the doctor. The patient is positive for gonorrhea and is prescribed medication, which is dispensed immediately. Collected specimens are sent to the lab for confirmatory results.	•	Document vital signs, observations, services provided and diagnosis codes for the service. Generate lab tests/analysis for standard female exam and collected blood specimens. Generate labels for specimens. Send notification that the client is ready for doctor. Doctor selects client from dashboard. Doctor reviews client record, screening and health questionnaire and nurse notes. Doctor notes observations, treatments and diagnosis. Doctor documents specimens taken for onsite analysis, labels specimens collected during exam. Nurse transfers specimens to Lab technician, who documents receipt. Doctor notes in dashboard that client is waiting for lab results. Lab technician documents and updates patient record with lab results. Lab technician notifies doctor that the client is positive for gonorrhea. Clinician verifies prescribing rights. Electronic prescription written and prescribed from clinic inventory of pre-packs. Doctor selects client from dashboard for results counseling and medication. Doctor documents medication administration, patient education and counseling.
		•	counseling. Doctor prints out medication information, summary of visit and follow-up instructions. Doctor notes that client is ready for check-out.
5.	Client is sent to check out. Admin enters the STI treatment data and generates a bill for using the 'B' sliding scale. The patient pays via credit card and is given a receipt for services	•	Based on treatments selected during clinic visit, fees are calculated based on internal sliding scale. Process payment (PCI-compliant function).
6.	The patient's results come back. As expected, the gonorrhea test is positive, while the syphilis, chlamydia and trichomonos are negative. The HIV results are positive. Following protocol, the PHN reviews the STI encounter, documents the lab results, and calls the client to	•	Test results electronically sent from lab to clinic site. Documents results in patient record. Documents nurse review and notes.

schedule an appointment to appropriately discuss the results. Positive HIV results require a face-to-face encounter with a PHN. The PHN also notifies the community health specialist (CHS) of the positive HIV result. The Communicable Disease unit is notified of the positive notifiable diseases.	 Documents patient notification and scheduled appointment. Sends referrals to CD unit and CHS. HIV statistics collected for reporting to VDH.
6. When client comes in for her appointment, she meets with the CHS who informs her of the positive HIV result, provides counseling and education on resources in the community for support. The client is eligible for the Inova Juniper Program. The CHS calls Inova Juniper to provide a 'warm' hand off to staff.	 Client checks in; staff is notified of client arrival. Record is flagged as 'sensitive' because of positive results. CHS documents visit with client and provides resources. CHS sends referral to Inova Juniper program. CHS documents care-plan, follow-up instructions in record and prints out for client.

SAMPLE FERPA AGREEMENT ADDENDUM

THIS ADDENDUM, executed and effective as of the day of, 200_, by and between, a corporation organized and existing under the laws of (the "Company"), and the FAIRFAX COUNTY SCHOOL BOARD, a public body corporate and politic organized and existing under the laws of the Commonwealth of Virginia (the "School Board"), recites and provides as follows.
Recitals
The Company and the School Board are parties to a certain agreement entitled "" of even date herewith (the "Agreement"). In connection with the execution and delivery of the Agreement, the parties wish to enter into this Addendum in order to clarify and make certain modifications to the terms and conditions set forth therein.
The Company and the School Board agree that the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA), including but not limited to (i) the identification of Company as an an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; and (ii) the establishment of procedures for the protection of confidential student records, including procedures regarding security and security breaches.
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.
Agreement

The Agreement is amended hereby as follows:

1. The following provisions shall be deemed to be included in the Agreement:

Confidentiality Obligations Applicable to Certain FCPS Student Records. The Company hereby covenants and agrees that it shall maintain, in strict confidence and trust, all FCPS student records containing either (1) non-directory information of any kind, whether provided by or created for FCPS pursuant to this contract, or (2) directory information as to which the eligible student or his family has opted out of disclosure (collectively, "FCPS Confidential Student Records").

The Company shall cause each officer, director, employee and other representative who shall have access to FCPS Confidential Student Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all FCPS Confidential Student Records. The Company shall take all reasonable steps to insure that no FCPS Confidential Student Records are disclosed to any person or entity except those who (i) are Authorized Representatives of the Company performing functions for FCPS under the Agreement and have agreed to be bound by the terms of this Agreement or a Confidentiality Agreement (as defined below) executed pursuant hereto; (ii) are authorized representatives of FCPS, or (iii) are entitled to such FCPS Confidential Student Records from the Company pursuant to federal and/or Virginia law. The Company shall use FCPS Confidential Student Records, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such records, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

The Company shall: (i) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain the FCPS Confidential Student Records as confidential; (ii) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and Virginia law; (iii) maintain at all times a list of Authorized Representatives with access to FCPS Confidential Student Records; (iv) cause each Authorized Representative to execute a written covenant of confidentiality in substantially the form set forth on Exhibit A hereto (the "Confidentiality Agreement") prior to his or her performance of any services contemplated by the Agreement and shall deliver any and all such Confidentiality Agreements to the School Board upon request.

Other Security Requirements. The Company shall maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of FCPS Confidential Student Records, including procedures to (i) restrict access to such records as described in the "Confidentiality" provision of this Addendum; (ii) establish user IDs and passwords as necessary to protect such records: (iii) protect all such user passwords from detection and unauthorized use; (iv) prevent hostile or unauthorized intrusion that could compromise confidentiality, result in data corruption, or deny service; (v) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (v) minimize system downtime; (vi) notify FCPS of planned system changes that may impact the security of FCPS Confidential Student Records; (vii) return or destroy FCPS Confidential Student Records that exceed specified retention schedules; (viii) permit periodic security audits by FCPS or designated third party using applicable regulations and industry best practice standards as benchmarks, and make commercially reasonable efforts to remediate the vulnerabilities discovered; (ix) in the event of system failure, enable immediate recovery of FCPS records to the previous business day.

In the event of a security breach, the Company shall (i) immediately take action to close the breach; (ii) notify FCPS within 24 hours of Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the FCPS Confidential Student Records compromised by the breach; (iii) return compromised FCPS Confidential Student Records for review: (iv) provide communications on the breach to be shared with affected parties and cooperate with FCPS efforts to communicate to affected parties by providing FCPS with prior review of press releases and any communications to be sent to affected parties; (v) take all legally required, reasonable, and customary measures in working with FCPS to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the disclosure; (vi) cooperate with FCPS by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (vii) provide FCPS with notice within 24 hours of notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of FCPS records of any kind, failure to follow security requirements and/or failure to safeguard confidential information. The Company shall provide satisfactory documentation of its compliance with the security requirements of this provision prior to performing services under the Agreement. The Company's compliance with the standards of this provision is subject to verification by FCPS personnel or its agent at any time during the term of the Agreement.

<u>Applicability of Confidentiality and Security Provisions to Non-Confidential</u>
<u>Records</u>

To the extent that FCPS provides non-confidential information to Company under this Agreement, such as student records containing only directory information as to which no opt-out has been filed, de-identified student information, and FCPS records not pertaining to students, the Confidentiality and Security paragraphs shall not apply, *provided that* the notice obligation under subsection (vii) shall apply to lawsuits and investigations involving FCPS records of any kind.

Disposition of FCPS Confidential Student Records Upon Termination of Agreement

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company covenants and agrees that it promptly shall deliver to the School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the School Board, all FCPS Confidential Student Records. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to FCPS Confidential Student Records and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the School Board, and shall maintain FCPS Confidential Student Records in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in FCPS Confidential Student Records shall survive termination of the Agreement. The Company shall indemnify and hold harmless the School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Company or any of its officers, directors, employees, agents or representatives of the obligations of the Company or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

Certain Representations and Warranties. The Company hereby represents and warrants as follows: (i) the Company has full power and authority to execute the Agreement and this Addendum and to perform its obligations hereunder and thereunder; (ii) the Agreement and this Addendum constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (iii) the Company's execution and delivery of the Agreement and this Addendum and compliance with their respective terms will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

<u>Governing Law; Venue</u>. Notwithstanding any provision contained in the Agreement to the contrary, (i) the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles; and (ii) any dispute hereunder which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the Commonwealth of Virginia.

RFP 2000002555 Exhibit A – Sample FERPA Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers effective as of the date first written above.

[COMPANY NAME]	
By: [Name] [Title]	
FAIRFAX COUNTY SCHOOL BOARD	
By:	[Name]

RFP 2000002555 Exhibit A – Sample FERPA Agreement

Exhibit A

Covenant of Confidentiality

shall have been amended by that certain Adden undersigned authorized representative of the Covaluable consideration, the receipt and sufficience.	(the "Company") of its obligations bunty School Board dated, 200_, as the same dum of even date therewith (the "Agreement"), the ompany (the "Authorized Representative"), for good and cy of which is acknowledged, hereby covenants and ax County School Board is relying upon the statements
strict confidence and trust all records, reports and the operations, students, families and employee 'FCPS Confidential Student Records"); (ii) shall any person or entity who has not agreed to be bestatement executed pursuant thereto, unless the FCPS or is otherwise entitled to access to such and/or Virginia law; (iii) shall use the FCPS Confidence in furtherance of the performance by the Coupon expiration of the term of the Agreement, or reason, promptly shall deliver all FCPS Confidence.	covenants and agrees that he or she: (i) shall maintain in and other documents or materials of any nature relating to as of Fairfax County Public Schools (collectively, the not disclose any FCPS Confidential Student Records to bound by the terms of the Agreement, or a sworn a person or entity is an Authorized Representative of a FCPS Confidential Student Records pursuant to federal fidential Student Records solely for purposes related to empany of its obligations pursuant to the Agreement; (iv), or upon the earlier termination of the Agreement for any initial Student Records to Fairfax County Public Schools; information obtained from FCPS Confidential Student and Agreement.
IN WITNESS WHEREOF, the Authorize Confidentiality as of the day of, 20	ed Representative has executed this Covenant of 0_{-} .
	[Name]
	[Address]
	() [Telephone No.]
	[i eleptione ino.]



To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, hereinafter referred to as the "Agreement", is made effective theofofof
ofof201_, by and between Fairfax County, Virginia, hereinafter referred to as the "Covered Entity", and, hereinafter referred to as the "Business Associate," individually a "Party" and collectively the "Parties".
WITNESSETH:
WHEREAS, The Secretary of Health and Human Services has issued regulations to protect the security, confidentiality and integrity of health information within the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, Privacy Rule at 45 CFR Parts 160 and 164; and
WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the Health Information Technology for Economic and Clinical Health (HITECH) Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and
WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby will provide certain services to Fairfax County, and pursuant to such arrangement shall be considered a "Business Associate" of Fairfax County as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is,
WHEREAS, Fairfax County is a single legal entity that is a "Covered Entity" and has designated itself as a "Hybrid Entity" with the as a "health care component" within Fairfax County's "Hybrid Entity" as those terms are defined in the HIPAA implementing regulations, 45 CFR Part 160 and Part 164 (Privacy Rule); and
WHEREAS, in the performance of the services of the arrangement, as either a recipient of Protected Health Information (as defined in 45 CFR §164.501) from Fairfax County or has been given access by Fairfax County to Protected Health Information of which Fairfax County has responsibility pursuant to the Privacy Rule or other applicable law, is a "Business Associate" as that term is defined in the Privacy Rule; and
WHEREAS, pursuant to the Privacy Rule, all Business Associates of Covered Entities, including Fairfax County, must agree in writing to certain mandatory provisions regarding the Use and Disclosures of Protected Health Information (as the terms "use" and "disclosure" are defined in the Privacy Rule); and
WHEREAS, the purpose of this Agreement is to comply with the requirements of HIPAA, including but not limited to the Business Associate contract requirements of the Security Rule at 45 CFR§ 164.314 and the Privacy Rule at 45 CFR § 164.504(e);
THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the Privacy Rule and to protect the interests of both Parties.

1. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the same

meaning as the definitions set forth in the Privacy Rule. Such definitions are provided herein for convenience only. Moreover, notwithstanding anything contained herein to the contrary, should the Privacy Rule be further modified, amended or otherwise changed, the definitions of such terms as contained in the Privacy Rule as so modified, amended or changed, shall govern and replace such definitions contained in this Agreement.

- a. "Business Associate" shall mean ______. In the event that the Business Associate is otherwise a covered entity under the Privacy Rule, that entity may appropriately designate a health care component of the entity as the Business Associate for purposes of this Agreement.
- b. "Breach" shall mean, generally, the unauthorized acquisition, access, use, or disclosure of unsecured protected health information which compromises the security or privacy of such information.
- c. "Compliance Manager" shall mean the designated HIPAA Privacy Official within Fairfax County Government with authority to act on behalf of the Covered Entity regarding all matters related to Fairfax County's compliance with the provisions of the Health Insurance Portability and Accountability Act of 1996.
- d. "Covered Entity" shall mean Fairfax County, Virginia government including the
 ____as a designated health care component, which shall have authority to act on
 behalf of the Covered Entity within the terms of this agreement.
- e. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501 such that 'Designated Record Set" means: (1) A group of records maintained by or for a covered entity that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about individuals; (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- f. "Disclosure" shall have the same meaning as the term "disclosure" in 45 CFR §164.501 such that "Disclosure" means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
- g. "Electronic Media" shall have the same meaning as the term "electronic media" in 45 CFR § 160.103 such that "Electronic Media" means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- h. "Health Information" shall have the same meaning as the term "health information" in 45 CFR §160.103 such that "Health Information" means any information, whether oral or recorded in any form or medium, that: (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g) such that "Individual" means the person who is the subject of protected health information and includes a person who qualifies as a personal representative under applicable state and federal law.
- j. "Individually identifiable health information" shall have the same meaning as the term "Individually identifiable health information" in 45 CFR §160.103 such that "Individually identifiable health information" is information that is a subset of health information, including demographic information collected from an individual, and: (i) Is created or received by a health care provider, including Fairfax County, health plan, employer, or health care clearinghouse; and (ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (a) That identifies the individual; or (b) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- I. "Protected health information" (PHI) shall have the same meaning as the term "Protected health information" in 45 CFR §164.501, limited to the information created or received by the Business Associate from or on behalf of Fairfax County such that "Protected health information" means individually identifiable health information that is (i) Transmitted by electronic media; (ii) Maintained in any medium described in the definition of electronic media; or (iii) Transmitted or maintained in any other form or medium. "Protected health information" does not mean individually identifiable health information in: (i) Education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity in its role as an employer, or (iv) Records related to persons who have been deceased for more than 50 years. §164.502(f).
- m. "Required by Law" shall have the same meaning as the term "Required by law" in 45 CFR §164.501 such that "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- n. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- o. "Security incident" shall have the same meaning as the term "Security incident" in 45 CFR §164.304 such that "Security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Such incidents may result in any compromise to the integrity, availability, or confidentiality of electronic protected health information. Security incidents may result from a successful intrusion of the Business Associate's information systems or network due to a malicious code infection, a denial of service attack, any loss or theft of data, or any misuse of data by the Business Associate's workforce. A security incident will not include trivial attempts to penetrate the Business Associate's information systems such as scans, pings, or spam.

- p. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, subpart C.
- q. "Use" shall have the same meaning as the term "use" in 45 CFR §164.501 such that "use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- All other terms used in this Agreement have the same meaning as those terms in the Privacy Rule.

2. CONFIDENTIALITY REQUIREMENTS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to use or disclose Protected Health Information only as permitted or required by this Agreement, the Arrangement Agreement, or by law.
- b. Business Associate agrees to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Fairfax County, agrees, in writing, to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- c. Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.
- d. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- e. Business Associate agrees to report to Covered Entity any use or disclosure of protected health Information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware within _____business days of discovery. Business Associate agrees to provide at its own expense, breach notification to affected individuals, the HHS Office for Civil Rights (OCR), and potentially the media
- f. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- g. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- g. Business Associate agrees to disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill the specific services required or permitted hereunder.
- h. Business Associate agrees as set forth in the regulations to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Fairfax County pursuant to the Security Rule.
- i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

3. AUDITS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to permit the Secretary to audit Business Associate's internal practices, books, and records related to use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the covered entity for the purposes of determining the Covered Entity's compliance with the terms of the HIPAA Privacy Rule.
- b. Business Associate shall maintain books, records, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information in support of the services provided.
- c. Unless otherwise provided by applicable statute, the Business Associate, from the effective date of final payment or termination of the Arrangement Agreement hereunder, shall preserve and make available to Fairfax County for a period of six (6) years thereafter, at all reasonable times at the office of the Business Associate but without direct charge to Fairfax County, all its books, records documents and other evidence relating to the use and disclosure of PHI.
- d. The Business Associate agrees to ensure in writing that any agent, including a subcontractor, to whom the Business Associate provides PHI agrees to at least the same restrictions and conditions that apply to the Business Associate with respect to such information.

4. AVAILABILITY OF PROTECTED HEALTH INFORMATION

- a. Business Associate agrees to provide access to Protected Health Information in a designated record set upon request to Fairfax County, its health care component, or an individual. Such information shall be provided in a time and manner sufficient to permit Covered Entity to comply with the requirements of 45 CFR §164.524.
- b. Business Associate agrees to, at the request of Fairfax County, make any amendment(s) to protected health information in a designated record set, if available, that are directed by or agreed to by Covered Entity, in a time and manner sufficient to permit Covered Entity to comply with the requirements of 45 CFR §164.526.
- c. Business Associate agrees to document disclosures of protected health information and information related to such disclosures (including, but not limited to, the date made, the name of the person or organization receiving the PHI, the recipient's address, if known, a description of the PHI disclosed, and a reason for the disclosure) in a manner sufficient to permit Fairfax County to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528 and provide such documentation to Covered Entity.

5. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. Pursuant to the above noted Arrangement Agreement, Business Associate provides services ("Services") for Fairfax County and directly or indirectly to individual consumers that involve the use and disclosure of Protected Health Information. Except as otherwise limited in this Agreement, the Business Associate may make any and all uses of Protected Health Information necessary to perform its Services for, or on behalf of Fairfax County as specified in the Arrangement
 - Agreement, provided that such use and/or disclosure would not violate the HIPAA Privacy Rule if done by Fairfax County..
- b. Business Associate may use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal

responsibilities of the Business Associate provided that as to any such disclosure is permitted or required by law

- c. Business Associate may use and disclose protected health information for data aggregation services provided that the purpose of such aggregation is to provide Fairfax County with data analyses relating to the Health Care Operations of the Covered Entity. The Business Associate may not disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit authorization of Fairfax County.
- Except as otherwise limited in this Agreement, Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 CFR §164.514(b).
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with the Privacy Rule.
- f. Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Arrangement Agreement.
- g. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- h. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth above.

6. OBLIGATIONS OF COVERED ENTITY

- a. Covered Entity shall notify Business Associate within reasonable time of any limitation(s) in the Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information, and provide Business Associate a copy of the current Notice of Privacy Practices.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity has obtained, and will obtain, from Individuals consents, authorizations, or other permissions necessary or required by laws applicable to Fairfax County for Business Associate and Covered Entity to fulfill their mutual obligations under this Agreement.
- d. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

7. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

8. TERM AND TERMINATION

Exhibit-B - Sample HIPAA Agreement

- b. Termination for cause: Upon the Covered Entity's knowledge of a material breach by Business Associate, Fairfax County at its sole decision shall either:
 - Provide an opportunity for Business Associate to cure the breach or end the violation or, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement and the Arrangement Agreement; or
 - ii. Immediately terminate this Agreement and the Arrangement Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- c. Return or destruction of Protected Health Information: At termination of this Agreement, the Arrangement Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall:
 - i. If feasible, return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity that Business Associate maintains in any form. Business Associate shall only destroy Protected Health Information with the written approval of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents of Business Associate. After return or destruction, Business Associate and its agents shall retain no copies of such information.
 - ii. If return or destruction is not feasible, or conflicts with any law, regulation or rule applicable to the Business Associate, the Business Associate will provide the Covered Entity with documentation explaining the reasons that it is not feasible. If the Protected Health Information is not returned or destroyed, Business Associate further agrees to extend the protections of this Agreement to the information and limit any further uses and disclosures to those purposes that make the return or destruction of the information not feasible.
- d. Survival: The obligations of the Business Associate under this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

9. MISCELLANEOUS

- a. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Fairfax County to comply with the HIPAA Privacy Rule.
- Privacy Rule Reference. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- c. Security Rule Reference. A reference in this Agreement to a section in the Security Rule means the section as in effect or as amended.
- d. Entire Agreement. This Agreement sets forth all of the promises, agreements, covenants, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and agreements between the parties concerning such subject.
- e. Control. Notwithstanding 9 d. above, in the event of an inconsistency between the provisions of this Agreement, including definitions, and:

- i. Mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this agreement are different than those mandated in the HIPAA Privacy Rule, the provisions of this agreement shall control.
- ii. The documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of protected health information that are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control.
- f. Third Party Beneficiaries. Except as expressly stated herein or the HIPAA Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties.
- g. Amendments. This agreement may be amended or modified only in writing signed by the Parties. However, upon the enactment or amendment of any law or regulation affecting the use or disclosure of Protected Health Information, or the publication of any decision of a court of the United States, or of Virginia relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties agree to enter into good faith negotiations and modify this agreement in order to comply with such law or regulation.
- h. Assignments. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- i. Relationships. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of the Agreement and any other agreements between the Parties evidencing their business relationship.
- j. Waivers. No change, waiver or discharge of any liability, or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- k. Provisions Found to be Invalid or Unenforceable. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- I. Headings. The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.
- m. Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.
- n. Remedies. If any controversy, dispute or claim cannot be resolved informally, Business Associate hereby agrees that, in addition to all other available remedies at law or in equity, the Covered Entity may file an action for an injunction to enforce the terms of this Agreement against Business Associate.
- o. Legal Defense. In the event of any judicial, administrative, or other legal action commenced against or threatened against Fairfax County related to this Agreement or the Arrangement Agreement in which it is alleged that the County may be liable, in whole or in part, to be in violation of HIPAA, including, but not limited to, the Privacy Rule, the Business Associate agrees to cooperate with Fairfax County's reasonable requests to assist the County in defense against such action, including making available witnesses and documents to the extent permitted by law.

Exhibit-B – Sample HIPAA Agreement

- p. Application of Virginia. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws rules. Any litigation brought by either party in connection with this Agreement shall be brought in the County of Fairfax of Virginia.
- q. Notices. Any notices to be given hereunder to a Party shall be made via U. S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

[Insert Name of Business Associate/Vendor]

Attention: [Insert BA Contact Name]

[Insert BA Address 1] [Insert BA Address 2] [Insert BA Address 3] Fax: [Insert BA Fax]

If to Covered Entity, to:

[Insert Agency]

Attention: [Insert CE Contact Name]

[Insert CE Address 1] [Insert CE Address 2] [Insert CE Address 3] Fax [insert CE Fax]

cc: HIPAA Compliance Manager

George M. Ward

12000 Government Center Pkwy

Suite 527

Fairfax, VA 22035 703-324-3998

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

FAIRFAX COUNTY:	BUSINESS ASSOCIATE:
Ву:	Ву:
[Insert Signature Authority name]	Printed Name:
Title: [Insert Title] [Insert	Title:
Agency 2]	
Date:	Date:

Version 09/23/13